



AT&T Florida
150 South Monroe Street
Suite 400
Tallahassee, FL 32301

T: 850.577.5555
F: 850.222.8640
www.att.com

090383-TP

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09 JUL 23 PM 1:05
COMMISSION
CLERK

July 23, 2009

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

Re: Notice of the Adoption of Interconnection, unbundling, resale and collocation agreement with modifications between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Cbeyond Communications, LLC by SIP Interchange Corporation.

Dear Mrs. Cole:

BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast hereby provides notice to the Florida Public Service Commission of the adoption by SIP Interchange Corporation of the Interconnection, Unbundling, Resale, and Collocation Agreement with modifications for the State of Florida entered into between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Cbeyond Communications, LLC, which was filed with this Commission on March 29, 2007 in Docket No. 070220-TP and was moved on April 6, 2007 to docket 040514-TP.

SIP Interchange Corporation is adopting the agreement and all amendments (if applicable), with modifications as provided by Section 252(i) of the Telecommunications Act of 1996.

Enclosed are the original and two (2) copies of the contract between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and SIP Interchange Corporation, for your records.

COM _____ If you have any questions please do not hesitate to contact Robyn Yant at (850) 577-
ECR _____ 5551.

GCL 1

OPC _____
RCP 1 Very truly yours,

SSC _____
SGA _____ *Robyn Yant*

ADM 1 Jerry D. Hendrix
Regulatory Vice President

CLK _____

DOCUMENT NUMBER-DATE

07487 JUL 23 8

FPSC-COMMISSION CLERK

MFN AGREEMENT

This MFN Agreement ("MFN Agreement"), which shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days after approval by such Commission ("Effective Date"), is entered into by and between SIP Interchange Corporation ("SIP Interchange"), a Nevada Corporation on behalf of itself, and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, ("AT&T"), having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

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

WHEREAS, SIP Interchange has requested that AT&T make available the Interconnection Agreement in its entirety executed between AT&T and Cbeyond Communications, LLC dated March 19, 2007 for the State of Florida ("Interconnection Agreement").

WHEREAS, pursuant to Section 252(i) of the Act, for purposes of this MFN Agreement, CLEC has adopted the Interconnection Agreement for the State(s) of Florida.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this MFN Agreement, SIP Interchange and AT&T hereby agree as follows:

1. **AT&T-9STATE** shall be defined as the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. SIP Interchange and AT&T shall adopt in its entirety the Interconnection Agreement dated March 19, 2007 and any and all amendments to said Interconnection Agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this MFN Agreement. The Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this Interconnection Agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
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Title Page	1
Adoption Papers	2
Signature Page	1
Exhibit 1 Cover Page	1
Cbeyond Communications, LLC Agreement	236
FL Wire Center - Effective (11/28/08)	4
TOTAL	249

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

4. The term of this MFN Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2 of the General Terms and Conditions of the Interconnection Agreement. For the purposes of determining the expiration date of this MFN Agreement, the expiration date shall be September 28, 2010.

5. SIP Interchange shall accept and incorporate any approved amendments to the Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

DOCUMENT NUMBER-DATE

07487 JUL 23 8

FPSC-COMMISSION CLERK

6. In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

7. Every notice, consent or approval of a legal nature, required or permitted by this MFN Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid addressed to:

To AT&T:

Contract Management
ATTN: Notices Manager
311 S. Akard, 9th Floor
Dallas, TX 75202-5398
Facsimile Number: 214-464-2006

With a Copy To:

Business Markets Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

To SIP Interchange Corporation:

1415 S. Voss Rd.
Suite 110-463
Houston, TX 77057
(702) 430-1011

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

SIP Interchange Corporation

BellSouth Telecommunications, Inc. d/b/a
AT&T Florida, by AT&T Operations, Inc., its
authorized agent

By: Steven Hamaker

By: Eddie A. Reed, Jr.

Name: Steven Hamaker

Name: Eddie A. Reed, Jr.

Title: President

Title: Director-Interconnection Agreements

Date: July 14, 2009

Date: 7.21.09

EXHIBIT 1



Customer Name: Cbeyond Communications, LLC

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Interconnection Agreement
Between
BellSouth Telecommunications, Inc.
and
Cbeyond Communications, LLC

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**AGREEMENT
GENERAL TERMS AND CONDITIONS**

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and Cbeyond Communications, LLC (Cbeyond), a Delaware Limited Liability Company, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or Cbeyond or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the state of Alabama, Florida Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

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

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

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

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Cbeyond agree as follows:

Definitions

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

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

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

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

FCC means the Federal Communications Commission.

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

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

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

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

The use of the term "end user" or "customer" throughout this Agreement shall not be construed to expand, restrict or eliminate any rights or obligations of the Parties.

1. CLEC Certification

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

2. Term of the Agreement

- 2.1 The term of this Agreement shall be three and one half (3 ½) years, beginning on the Effective Date and shall apply to the BellSouth territory in the state of Florida. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.

- 2.2 The Parties agree that by no earlier than two hundred seventy (270) calendar days and no later than one hundred and eighty (180) calendar days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").
- 2.3 If, within one hundred and thirty-five (135) calendar days of the designated start date of the negotiation referred to in Section 2.2, above, the Parties are unable to satisfactorily negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices pursuant to 47 U.S.C. 252. The Parties agree that the Subsequent Agreement ordered by the Commission, or negotiated by the Parties, will be effective upon the effective date set forth in the Subsequent Agreement.
- 2.4 Notwithstanding the foregoing and except as set forth in Section 2.5 below, in the event that, as of the date of the expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 252 of the Act and no good faith negotiations in accordance with Section 251(c)(1) of the Act regarding a Subsequent Agreement are ongoing, then either Party may terminate this Agreement upon sixty (60) calendar days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Cbeyond pursuant to BellSouth's then current standard interconnection agreement or Cbeyond may exercise its rights under Section 252(i) of the Act. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties or Cbeyond adopts another agreement, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement.
- 2.5 If an arbitration proceeding has been filed in accordance with Section 252 of the Act and if the Commission does not issue its order prior to the expiration of this Agreement or good faith negotiations are ongoing, this Agreement shall be deemed extended on a month-to-month basis until the Subsequent Agreement becomes effective. The terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise. Neither Party shall refuse to provide services to the other Party during the negotiation of the Subsequent Agreement or the transition from this Agreement to the Subsequent Agreement.
- 3. Operational Support Systems**
- 3.1 The Parties, as appropriate, shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement.

4. Parity

- 4.1 BellSouth shall provide non-discriminatory access to Unbundled Network Elements in accordance with 47 CFR 51.311. The quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Cbeyond shall be at least equal in quality to that which BellSouth provides to itself, its Affiliates or any other Telecommunications carrier. The quality of the interconnection between the network of BellSouth and the network of Cbeyond shall be at a level that is at least equal in quality to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by BellSouth's customers and service quality as perceived by Cbeyond and its customers.

5. Directory Listings

- 5.1 Listings. Cbeyond shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Cbeyond residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Interconnection Agreement. Directory listings will make no distinction between Cbeyond and BellSouth subscribers.
- 5.1.1 Rates. So long as Cbeyond provides subscriber listing information (SLI) to BellSouth in accordance with Section 5.2 below, BellSouth shall provide to Cbeyond one (1) primary White Pages listing per Cbeyond subscriber at no charge for the initial listing. Directory listings will make no distinction between Cbeyond and BellSouth subscribers.
- 5.2 Procedures for Submitting Cbeyond SLI are found in The BellSouth Business Rules for Local Ordering located at <http://www.interconnection.bellsouth.com>.
- 5.2.1 Cbeyond authorizes BellSouth to release all Cbeyond SLI provided to BellSouth by Cbeyond to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), Section A38.2, as the same may be amended from time to time. Such Cbeyond SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.
- 5.2.2 In addition, to the extent that BellSouth incurs costs to modify its systems that administer the release of Cbeyond's SLI, Cbeyond shall pay to BellSouth its proportionate share of the reasonable costs associated therewith, but only to the extent that Cbeyond has requested such modification, or that such modification is necessary for BellSouth to continue to administer the release of Cbeyond's SLI, except that if the change is initiated by BellSouth, no charges will apply. At any time that such costs are incurred to administer the release of Cbeyond's SLI,

Cbeyond will be notified. If Cbeyond does not wish to pay its proportionate share of such costs, Cbeyond may instruct BellSouth that it does not wish for BellSouth to administer the release of its SLI to independent publishers, and Cbeyond shall amend this Agreement accordingly.

- 5.2.3. Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by Cbeyond under this Agreement. Except to the extent caused by gross negligence or willful misconduct by BellSouth, Cbeyond shall indemnify, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Cbeyond listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to Cbeyond any complaints received by BellSouth relating to the accuracy or quality of Cbeyond listings.
- 5.2.4. BellSouth agrees to address any issue regarding a directory listing raised by a Cbeyond customer in the same manner that BellSouth does for BellSouth's retail customers.
- 5.2.5. Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.3. Non-listed/Non-Published Subscribers. Cbeyond will be required to provide to BellSouth the names, addresses and telephone numbers of all Cbeyond customers who wish to be omitted from directories.
- 5.4. Inclusion of Cbeyond customers in Directory Assistance Database. BellSouth will include and maintain Cbeyond subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and Cbeyond shall provide such Directory Assistance listings to BellSouth at no recurring charge.
- 5.5. Listing Information Confidentiality. BellSouth will afford Cbeyond's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.
- 5.6. Additional, Designer, Non-Listed and Non-Published Listings. BellSouth shall provide Additional, Designer, Non-Listed and Non-Published Listings to Cbeyond's customers under the same rates, terms and conditions as BellSouth makes such listings available to its own customers.
- 5.7. Directories. BellSouth or its agent shall make available White Pages directories to Cbeyond subscribers at no charge or as specified in a separate agreement with BellSouth's agent.
- 5.7.1. Delivery. BellSouth or its agent shall deliver White Pages directories to Cbeyond customers at parity with BellSouth's Delivery of directories to its own customers.

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

- 6.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for Cbeyond, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to Cbeyond customers. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for Cbeyond customers for the same length of time it maintains such information for its own customers
- 6.2 Subpoenas Directed to Cbeyond. Where BellSouth is providing to Cbeyond Telecommunications Services for resale or providing to Cbeyond the local switching function, then Cbeyond agrees that in those cases where Cbeyond receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Cbeyond customers, and where Cbeyond does not have the requested information, Cbeyond will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 6.1 above.
- 6.3 In all other instances, where either Party receives a request for information involving the other Party's customer, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

7. Liability and Indemnification

- 7.1 Cbeyond Liability. In the event that Cbeyond consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of Cbeyond under this Agreement.
- 7.2 Liability for Acts or Omissions of Third Parties. Neither party shall be liable to the other party for any act or omission of another Telecommunications company providing services to the other party.
- 7.3 Limitation of Liability
- Except for any indemnification obligations of the Parties hereunder, a Party's liability shall be limited to bill credits in all circumstances other than gross negligence and willful misconduct.
- 7.3.1 Limitations in Tariffs. To the extent that a Party elects not to place in its tariffs or contracts limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs or

contracts the limitations of liability that such other Party included in its own tariffs or contracts at the time of such loss.

- 7.3.2 Neither BellSouth nor Cbeyond shall be liable for damages to the other Party's terminal location, equipment or customer premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 7.3.3 Nothing in this Section 7 shall limit a Party's obligation to indemnify or hold harmless the other Party set forth elsewhere in this Agreement. Except in cases of gross negligence or willful or intentional misconduct, under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages. The decision of whether a particular type of damage is indirect, incidental, or consequential shall be made, consistent with applicable law, if and when a specific damage claim is presented to the Commission, the FCC or a court of law. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 7.3.4 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply. Nothing in this Section shall be interpreted to limit Cbeyond's rights to remedies and/or claims provided or contemplated elsewhere in this Agreement.
- 7.4 Indemnification for Certain Claims. Each Party shall be indemnified, defended and held harmless against any claims, loss or damage to the extent reasonably arising from or in connection with the other Party's gross negligence or willful misconduct.
- 7.4.1 Promptly after receipt of notice of the commencement of, or of any definite and colorable written claim or written threat as to the commencement of any action or proceeding relating to a matter or matters for which a Party may seek indemnification pursuant to this Section 7.4.1, such Party (the "Indemnified Party") shall promptly give written notice to the other Party (the "Indemnifying Party") of the action or proceeding so commenced (or claimed or threatened for commencement as aforesaid), whereupon the Indemnifying Party shall, be obligated (unless the Indemnified Party shall have otherwise waived such obligation in its sole and absolute discretion by its written election to maintain its own defense, subject, in such event and in all respects, to the exemptions from

and limitations applicable to the Indemnifying Party's liability as provided in the final sentence of this Section 7.4.1) to assume the defense thereof at its sole cost and expense using counsel selected by the Indemnifying Party and reasonably acceptable to the Indemnified Party in its reasonable and good faith business judgment; provided that, the Parties hereby acknowledge and agree that the failure by an Indemnified Party to notify the Indemnifying Party as to a claim or the commencement (or written claim or threat of commencement) of any action or proceeding as aforesaid shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party with respect thereto, except and to the extent that the Indemnifying Party shall have actually and demonstrably incurred material prejudice, or suffered forfeiture of material substantive defenses or claims, resulting directly and exclusively from the failure to so notify. From and after assumption by an Indemnifying Party of the defense of any such pending (or claimed or threatened, as above) claim, action or proceeding, the Indemnified Party shall cooperate in a good faith and commercially-reasonable manner with the Indemnifying Party's reasonable requests for assistance or information relating to such action or proceeding, at the Indemnifying Party's sole cost and expense. The Indemnified Party shall retain the right to participate in the investigation and defense of such action or proceeding, with separate counsel chosen and paid for by the Indemnified Party. Unless the Indemnified Party shall have elected in its sole and absolute discretion to waive any further right to be indemnified with respect to any such action, proceeding or claim the Indemnified Party's counsel shall not unreasonably interfere with the defense by the Indemnifying Party and its counsel, and, absent a good faith and commercially reasonable basis therefore, as communicated in writing to the Indemnifying Party in reasonable detail, the Indemnified Party's counsel shall not raise any claims, defenses, or objections or otherwise take a course of action in representation of the Indemnified Party when such course of action would unreasonably conflict with a course of action or inaction chosen by the Indemnifying Party. An Indemnifying Party shall not be liable under this Section 7.4.1 for settlements or compromises by the Indemnified Party of any claim, action or proceeding commenced (or claimed or threatened for commencement as aforesaid) as described in this Section 7.4.1 unless the Indemnifying Party shall have previously consented in writing thereto (such consent not to be unreasonably withheld, conditioned or delayed) or unless the Indemnifying Party has been given notice and reasonable opportunity to defend such claim, action or proceeding and has failed to promptly undertake the defense.

8. **Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT INCLUDING ALL ATTACHMENTS AND EXHIBITS HERETO AND ANY APPLICABLE SERVICE QUALITY STANDARDS, MEASURES, ASSURANCES AND ASSOCIATED REMEDIES ORDERED BY THE FCC OR COMMISSION, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT**

LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

9. Intellectual Property Rights and Indemnification

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

9.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

9.3 Intellectual Property Remedies

9.3.1 Indemnification. The Party providing a service or data pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify and hold harmless the receiving Party from and against any loss, cost, expense or liability associated with claims.

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

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

- 9.3.2.2 obtain a license sufficient to allow such use to continue.
- 9.3.2.3 In the event Section 9.3.2.1 or 9.3.2.2 are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 9.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 9.3.4 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.
- 9.4 Dispute Resolution. Any claim arising under this Section 9 shall be excluded from the dispute resolution procedures set forth in Section 11 and shall be brought in a court of competent jurisdiction.

10. Proprietary and Confidential Information

- 10.1 Proprietary and Confidential Information. It may be necessary for BellSouth and Cbeyond, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.
- 10.1.1 Each Party shall have the right to correct an inadvertent failure to identify information as Confidential Information by giving written notification within thirty (30) calendar days after the information is disclosed. The Recipient shall,

from that time forward, treat such information as Confidential Information subject to the provisions of this Section 10.

- 10.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it. The Recipient will use the same standard of care to protect the confidential nature of such Information received as they would use to protect their own confidential and proprietary Information. Upon written request the Information will be returned by the Recipient within thirty (30) calendar days of completion of any use.
- 10.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:
- 10.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.
- 10.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.
- 10.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 10.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 10.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

11. Resolution of Disputes

11.1 Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the FCC, the Commission or a court of law for a resolution of the dispute. To the extent a forum determines that the Commission or the FCC has primary jurisdiction over such dispute, a petition filed in an improper forum would ultimately be subject to being dismissed or being held in abeyance while the Commission or FCC addresses the matters within its primary jurisdiction. Either Party may seek expedited resolution by the Commission. Each Party reserves any rights it may have to seek judicial review of any ruling made by the FCC, the Commission or a court of law concerning this Agreement. Until the dispute is finally resolved, each Party shall continue to perform its obligations under this Agreement, unless the issue as to how or whether there is an obligation to perform is the basis of the dispute, and shall continue to provide all services and payments as prior to the dispute provided however, that neither Party shall be required to act in any unlawful fashion.

12. Taxes

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

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

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

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

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

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

- 12.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 12.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 12.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 12.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 12.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 12.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 12.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.

- 12.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 12.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed. The Parties agree to use commercially reasonable efforts to bill taxes promptly and appropriately.
- 12.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party; provided, however, that upon the purchasing Party's request, the providing Party furnish documentation authenticating the providing Party's authority to pass through the tax or fee to the purchasing Party.
- 12.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 12.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 12.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 12.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

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

13. Network Maintenance and Management

13.1 The Parties shall work cooperatively to implement this Agreement. The Parties shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) as reasonably required to implement and perform this Agreement.

13.2 Each Party hereto shall design, maintain and operate their respective networks as necessary to ensure that the other Party hereto receives service quality which is consistent with generally accepted industry standards at least at parity, consistent with Section 4 above, with the network service quality given to itself, its Affiliates, its customers or any other Telecommunications Carrier.

13.3 Both Parties agree to provide to the other Party prior notice consistent with applicable FCC rules and the Act of changes in information or technical specifications necessary for the transmission and routing of services using the other Parties' facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks.

14. Force Majeure

14.1 In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendors, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

15. Section 252(i) Adoptions

15.1 BellSouth shall make agreements available to Cbeyond in accordance with 47 USC § 252(i) and 47 C.F.R. § 51.809.

16. Modification of Agreement

- 16.1 If either Party changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of the Party to notify the other Party of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- 16.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 16.3 Either party may request to negotiate a future amendment to incorporate Commission ordered rates. Upon request by Cbeyond for an amendment to incorporate a future Commission ordered rate, BellSouth shall only propose an amendment with language and rates that are necessary in order to implement such order. Any future amendment to incorporate a Commission ordered rate, or other rate, shall be effective ten (10) calendar days after the date of the last signature executing the amendment, or as otherwise agreed to by the Parties. Non rate impacting future amendments will be effective as of the date of the last signature executing the amendment. The Parties agree that such signature shall not be unreasonably delayed.
- 16.4 In the event that any (1) effective legislative, regulatory, judicial or other legal action or (2) obligation or commitment regarding interconnection, resale or access to network elements which obligation or commitment expressly applies generically to all CLECs made by BellSouth to any state or federal regulatory authority or the U.S. Department of Justice ("Governmental Body") in connection with any merger or regulatory proceeding regarding BellSouth's obligations under the Act, materially affects any material terms of this Agreement, or the ability of Cbeyond or BellSouth to perform any material terms of this Agreement, Cbeyond or BellSouth may, on fifteen (15) calendar days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within forty-five (45) calendar days after such notice, the Dispute may at any time thereafter be resolved in accordance with the Dispute Resolution procedure set forth in this Agreement.

17. Reservation of Rights

- 17.1 Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996. The Parties do not waive their respective rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

18. One Agreement and Severability

18.1 One Agreement

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

18.2 Severability

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

19. No Waiver

19.1 A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

20. Governing Law

20.1 Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

21. Assignments

21.1 Except as provided herein, any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement in its entirety, or any right, obligation, duty or

other interest hereunder to an Affiliate of the Party or to an entity purchasing all or substantially all of the Party's assets without the consent of the other Party: provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of Cbeyond, the assignee must provide evidence of Commission CLEC certification.

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

22. Notices

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

BellSouth Telecommunications, Inc.

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

and

ICS Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

Cbeyond Communications, LLC

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

and

Mr. Henry Lyon
Chief Accounting Officer
Cbeyond Communications, LLC
320 Interstate North Parkway
Suite 300
Atlanta, Georgia 30339

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

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

22.3 Notwithstanding the foregoing, and subject to Section 35 below, BellSouth will post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.

23. Rule of Construction

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

24. Cooperation in Preventing Customer Fraud

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

25. Multiple Counterparts

25.1 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

26. Filing of Agreement

26.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. Notwithstanding the

foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as Cbeyond is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission. C

27. Compliance with Applicable Law

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

27.2 This Agreement shall be interpreted according to its explicit terms, to the extent such terms are clear and unambiguous. If the Parties have a dispute over a provision of this agreement, such terms shall be interpreted in accordance with applicable law governing contract interpretation.

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

28. Necessary Approvals

28.1 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

29. Good Faith Performance

29.1 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

30. Nonexclusive Dealings

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

31. Rate True-Up

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

31.2 The designated (labeled "R" in rate sheets) true-up rates shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the designated true-up rates for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records of the Parties regarding the amount of such true-up, the Parties shall submit the matter to the Dispute Resolution process in accordance with the provisions of this Agreement.

32. Survival

32.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

33. Entire Agreement

33.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 36 below, and subject to the limitations set forth in Section 35 all documents identified herein. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement. Any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

34. Guides

34.1 The Parties acknowledge that certain provisions of this Agreement reference certain BellSouth documents and publications (collectively referred to herein as the "Guides"). All Guides referred to in this Agreement, are incorporated herein and made a part hereof by reference. To the extent that there is a conflict between

a provision of a Guide and a provision of this Agreement, the provision of this Agreement shall prevail. BellSouth may, from time to time during the term hereof, change or alter said Guides (including replacing a Guide entirely with a successor Guide with a different name). The Parties agree that if the change or alteration was made to BellSouth's OSS interface Guides as a result of the Change Control Process (CCP), results from a revision to a generally accepted and implemented industry standard or guideline (e.g. Ordering Billing Forum (OBF), Telcordia guidelines, etc.), or other legal requirement directly affecting the Guides provided, if such legal requirement would be subject to the change of law provision in these General Terms and Conditions, the change to the Guide would not be applicable until this Agreement is amended to reflect the update to the Guide, or if Cbeyond agrees to such change or alteration, any such change or alteration shall become effective as specified in the terms of the notice to Cbeyond via the applicable Internet website posting. In all other cases, a change in a Guide which (1) alters, amends or conflicts with any term of this Agreement; (2) changes any charge or rate, or the application of any charge or rate, specified in this Agreement; (3) adds a new rate or rate element not previously specified in the Agreement; (4) causes Cbeyond to incur material cost or expense to implement the change or alteration; or (5) increases an interval set forth in this agreement, will not be effective with respect to Cbeyond until BellSouth and Cbeyond sign an amendment to this Agreement reflecting the changes described in items (1), (2), (3) or (5); or unless Cbeyond fails to inform BellSouth in writing that it does not agree to such change or alteration within forty-five (45) calendar days of notice of such change being given to Cbeyond for item (4). For purposes of item (4), a cost or expense shall be deemed material if it imposes a financial burden on Cbeyond but shall not include costs associated with disseminating notice of the change or providing training regarding the change to employees. In addition, BellSouth will use its best efforts, upon Cbeyond's request to BellSouth's Interconnection Services (ICS) website group at wmag@bellsouth.com, to provide such notices via e-mail to the address specified by Cbeyond.

34.2 In the event that the Parties disagree as to whether any alteration or amendment described in this Section is effective as to Cbeyond pursuant to the requirements of this Section, either Party may, at its option, seek resolution of the dispute in accordance with the Dispute Resolution provisions in the General Terms and Conditions of this Agreement. In cases where there is a dispute with respect to any alteration or amendment described in this Section becoming effective as to Cbeyond, such alteration or amendment described in this Section shall not become effective as to Cbeyond until there is mutual agreement between the Parties that it should become effective or an order resulting from the Dispute Resolution process finding in favor of its becoming effective.

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

Network Elements and Other Services
Network Interconnection

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

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

Centralized Message Distribution Service (CMDS)
LNP Data Base Query Service

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

BellSouth Telecommunications, Inc.

Cbeyond Communications, LLC

By: WKS

By: W.H. WEREL

For Name: Kristen E. Shore

Name: WILLIAM H. WEREL

Title: Director

Title: VP & CORPORATE COUNSEL

Date: 3/19/2007

Date: 3/19/2007

Attachment 1

Attachment 1 intentionally left blank.

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. General

- 1.1 This Attachment sets forth rates, terms and conditions for Unbundled Network Elements (“UNEs”) and combinations of a UNE (or UNEs) with another UNE (or UNEs) (“Combinations”) or Network Elements, facilities or services that BellSouth shall offer to Cbeyond in accordance with its obligations under Section 251(c)(3) of the Act and terms and conditions for commingling. Additionally, this Attachment sets forth the rates, terms and conditions for other Network Elements, facilities and services BellSouth makes available to Cbeyond (“Other Services”), . In providing access to UNEs, Combinations and Other Services, BellSouth shall comply with all FCC rules and orders and Commission rules and orders.
- 1.2 Definitions. For purposes of this Attachment, the following definitions shall apply:
- 1.2.1 For purposes of this Attachment 2, a “Building” is a permanent physical structure, including but not limited to, a structure in which people reside, or conduct business or work on a daily basis and through which there is one centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building’s tenants must pass would be a single Building for purposes of this Attachment 2. Two or more physical areas served by individual points of entry through which telecommunications services must transit will be considered separate Buildings. For instance, a strip mall with individual businesses obtaining telecommunications services from different access points on the building(s) will be considered individual Buildings, even though they might share common walls.
- 1.2.2 For purposes of this Attachment 2, a “Business Line” is as defined in 47 C.F.R. § 51.5, a BellSouth-owned switched access line used to serve a business customer, whether by BellSouth itself or by a CLEC that leases the line from BellSouth. The number of Business Lines in a wire center shall equal the sum of all BellSouth business switched access lines, plus the sum of all UNE Loops connected to that wire center, including UNE Loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with BellSouth end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each activated 64 kbps-equivalent as one line. For example, a DS1 line corresponds to twenty-four (24) 64 kbps-equivalents, and therefore to twenty-four (24) “business lines.”

- 1.2.3 For purposes of this Attachment 2, a “Fiber-Based Collocator” is, as defined in 47 C.F.R. § 51.5, any carrier, unaffiliated with BellSouth, that maintains a collocation arrangement in a BellSouth wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the BellSouth wire center premises; and (3) is owned by a party other than BellSouth or any affiliate of BellSouth, except as set forth in this paragraph. Dark fiber obtained from an incumbent LEC on an indefeasible right of use basis shall be treated as non-incumbent LEC fiber-optic cable. Two (2) or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this paragraph, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title
- 1.2.4 “Network Element” is as defined in the FCC’s rules.
- 1.2.5 A Route is defined as a transmission path between one (1) of BellSouth’s wire centers or switches and another of BellSouth’s wire centers or switches. A Route between two (2) points may pass through one (1) or more intermediate wire centers or switches. Transmission paths between identical end points are the same “route”, irrespective of whether they pass through the same intermediate wire centers or switches, if any.
- 1.2.6 “Technically feasible” is as defined in the FCC’s rules.
- 1.2.7 “UNE” is defined to mean Network Elements that BellSouth is required to make available on an unbundled basis by the FCC or Commission pursuant to Section 251(c)(3) of the Act, FCC rules and orders and/or Commission rules and orders.
- 1.3 BellSouth shall provide and Cbeyond may purchase and use UNEs from BellSouth in accordance with 47 C.F.R 51.309.
- 1.4 BellSouth shall provide and Cbeyond may access UNEs and Other Services in accordance with all applicable FCC and Commission rules and orders, including but not limited to: 47 C.F.R 51.307, 51.309, 51.311, 51.313, 51.315, 51.316, 51.318, 51.319.
- 1.5 BellSouth shall permit Cbeyond to connect Cbeyond’s facilities or facilities provided to Cbeyond by third parties with each of BellSouth’s UNEs or Combinations at any technically feasible point, and BellSouth shall provide Cbeyond with access to the Cbeyond side of the demarcation point.
- 1.6 BellSouth shall comply with the requirements set forth in the technical references identified in this Attachment. Such requirements shall be applied in a non-discriminatory manner and at Parity and shall be in accord with all FCC and Commission requirements.

1.7 Conversions

1.7.1 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or Combination and shall convert a UNE or Combination to an equivalent wholesale service or group of wholesale services offered by BellSouth in accordance with 47 C.F.R. 51.316 (collectively "Conversion"). The nonrecurring switch-as-is rates for Conversions are contained in Exhibit A of this Attachment.

1.7.2 Conversions shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between Cbeyond and BellSouth. Any change from a wholesale service to a UNE/Combination or from a UNE/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. If Cbeyond wants to convert a UNE or Combination (or part thereof) to wholesale services Cbeyond shall submit a spreadsheet (and a commingling ordering document that indicates which part is to be filled as a UNE, if applicable). BellSouth shall charge Cbeyond the same nonrecurring switch-as-is charge found in Exhibit A for the Conversion of a single UNE as it does for a Combination. Orders for Conversions will be handled in accordance with the guidelines set forth in BellSouth's Wholesale Transport Service Conversion to Unbundled Network Element-Loop CLEC Information Package (version 1) or Unbundled Network Element to Special Access Conversion Process Information Package (version 2) available on BellSouth's website at www.interconnection.bellsouth.com, and the specific product guide for the UNE/Combination or wholesale service(s) requested by Cbeyond, if applicable.

1.7.3 Any price changes resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from Cbeyond.

1.7.4 Except to the extent expressly provided otherwise in this Attachment, Cbeyond may not maintain UNEs or Combinations that are no longer offered pursuant to this Agreement, as of the Effective Date, e.g., unbundled DS1 switching, OCn level facilities, sub-loop feeder, etc. (collectively "Arrangements"). In the event BellSouth determines that Cbeyond has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide Cbeyond with thirty (30) days written notice to disconnect, convert, or dispute such Arrangements. If Cbeyond fails to submit orders to disconnect, convert, or dispute such Arrangements within such thirty (30) day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable charges as set forth in this Agreement and/or BellSouth tariffs. The

applicable recurring tariff charge shall apply to each circuit as of the Effective Date.

1.7.5 Cbeyond may utilize UNEs and Other Services in a manner consistent with applicable industry standards and applicable BellSouth Technical References incorporated into BellSouth's Guides found on BellSouth's website at <http://interconnection.bellsouth.com>. In the event that Cbeyond perceives that BellSouth Technical References include provisions that unreasonably limit Cbeyond's ability to access and utilize UNEs in accordance with this Attachment, Cbeyond shall notify BellSouth and the Parties shall attempt to resolve the issue. If the Parties are unable to resolve the issue, the dispute shall be handled in accordance with the dispute resolution provisions in Section 11 of the General Terms and Conditions of this Agreement.

1.8 Routine Network Modifications

1.8.1 BellSouth will perform Routine Network Modification (RNMs) in accordance with 47 C.F.R. 51.319 (a)(7) and (e)(4). Except to the extent expressly provided otherwise in this Attachment, if BellSouth has anticipated such RNMs and performs them during normal operations and such function was included in BellSouth's cost studies that, through Commission proceedings or agreement by the Parties resulted in rates set forth in Exhibit A of this Attachment, then BellSouth shall perform such RNMs at no additional charge. RNMs shall be performed within the intervals established for the UNE and subject to the performance measurements and associated remedies set forth in Attachment 9 to the extent such RNMs were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A of this Attachment, then Cbeyond must submit a service inquiry (SI) to have the work performed. Each request will be handled as a project on an individual case basis until such time as BellSouth incorporates such RNM into its normal operations and develops a charge for such RNM that is included in this Agreement by Amendment hereto. If Cbeyond believes that a RNM should be incorporated into BellSouth's normal operations and BellSouth disagrees with such determination, the dispute shall be resolved pursuant to the resolution of disputes provision of the General Terms and Conditions. BellSouth will provide a price quote for the request, and upon receipt of payment from Cbeyond, BellSouth shall perform the RNM. If Cbeyond believes that BellSouth's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement. While the dispute is pending, Cbeyond shall have the option of requesting BellSouth to perform the RNM subject to a retroactive pricing true-up upon an effective Commission order resolving the dispute. The Parties agree that subsequent true-ups may result from multiple rounds of appellate or reconsideration decisions, should the relevant

Party pursue such appeals/reconsiderations/review and prevail. BellSouth will provide a cost study upon request after the firm quote.

1.9 Commingling of Services

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

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

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

1.9.3 BellSouth shall permit Cbeyond to commingle a UNE or Combination of UNEs with any wholesale service (including those offered pursuant to Section 271 of the Act), consistent with 51 C.F.R. § 51.309. BellSouth is not required to commingle or combine UNEs or Combinations with any service, Network Element, or other offering that it is obligated to make available only pursuant to Section 271 of the Act. Nothing in this Section shall prevent Cbeyond from commingling Network Elements with tariffed special access loop and transport services.

1.10 Rates

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

Parties upon request by either Party. If the Parties are unable to agree upon a rate, either Party may pursue dispute resolution.

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

1.10.3 Fractional billing shall apply to all UNEs and Combinations such that recurring charges will be prorated based upon the number of days that the UNEs are in service. Notwithstanding the foregoing, fractional billing shall not apply for disconnected UNEs and Combinations where such disconnected UNE or Combination has not attained the one month minimum billing period. Non-recurring charges shall not be fractionalized.

1.11 Testing and Trouble Charges

1.11.1 If Cbeyond reports a trouble on a BellSouth provided UNE or Other Service, and no trouble actually exists on BellSouth's network, BellSouth will charge Cbeyond, at the rates set forth in Exhibit A, for any dispatching and testing (both inside and outside the Central Office (CO)) required by BellSouth in order to confirm the working status of the UNE or Other Service. If Cbeyond reports the same trouble on the same UNE or Other Service within thirty (30) calendar days of BellSouth's disposition of the prior trouble, and BellSouth is able to determine that such trouble does exist on BellSouth's network, BellSouth shall use commercially reasonable efforts to credit Cbeyond on the next billing cycle but no later than the second bill cycle for charges associated with the prior trouble.

1.11.2 In the event either Party must dispatch to the end-user's location more than once due to incorrect or incomplete information provided by the other Party (e.g., incomplete address, incorrect contact name/number, etc.), the dispatching Party will bill the non-dispatching Party for each additional dispatch required to provision, maintain or repair the circuit due to the incorrect/incomplete information provided. The dispatching Party will assess the applicable charge as set forth in Exhibit A of Attachment 2.

1.12 Rearrangements

1.12.1 Rearrangements are arrangements that require re-termination or other physical rearrangement of circuits (Rearrangements). The Rearrangements covered by this Agreement are as set forth in Sections 1.12.2 and 1.12.3 below.

1.12.1.1 Upon request of Cbeyond, BellSouth shall project manage the Change in Circuit Facility Assignment (CFA) or Re-Termination of a facility as described in Sections 1.12.2 and 1.12.3 below and Cbeyond may request OC-TS for such orders.

- 1.12.1.2 BellSouth shall accept an LOA between Cbeyond and another carrier that will allow Cbeyond to connect a DS1 facility, or Combination that includes Dedicated Transport to the other carrier's collocation space or to another carrier's CFA associated with DS1 or higher bandwidth transport facilities.
- 1.12.1.3 For arrangements that require re-termination or other physical rearrangement of existing circuits to comply with the terms of the tariff or separate contract governing the wholesale service(s), nonrecurring charges for the wholesale service/wholesale services from such tariff or contract will apply.
- 1.12.2 Rearrangements of Dedicated Transport, a Combination including Dedicated Transport, and Existing Loop/Multiplexing Arrangements Requiring a Change in CFA. A request to move a working Cbeyond circuit from a working CFA to another CFA, where both CFAs terminate in the same BellSouth Central Office (Change in CFA), shall not constitute the establishment of a new service. BellSouth shall charge the applicable rates, including Change in CFA, applicable manual OSS (SOMAN), collocation cross-connect (if connecting to a collocation arrangement), and project management charges as set forth in Exhibit A or elsewhere in this Agreement.
- 1.12.2.1 Any request to re-terminate one end of a circuit to a different central office will require the issuance of a new service and disconnection of the existing service, and the applicable charges in Exhibit A and/or B shall apply. The re-terminated circuit shall be considered a new circuit as of the installation date.
- 1.12.3 Rearrangment of EELs to Stand Alone Loops ("EEL to Loop Re-Termination"). Cbeyond may utilize the EEL to DS1 Loop Re-Termination process, as described in BellSouth's Exhanced Extended Link (EEL) to Unbundled Network Element-Loop (UNE-L) Re-Termination Guide guide, available at <http://interconnection.bellsouth.com/guides>, to disconnect an EEL circuit and re-terminate the Loop portion of the former EEL circuit to a collocation arrangement in the End User Serving Wire Center, as a stand alone DS1 Loop. When using this process, the existing Loop portion of the EEL will be re-used. The remaining Loop will be subject to the recurring rates, terms and conditions for that particular UNE Loop, as set forth in this Attachment.
- 1.12.3.1 BellSouth shall charge the applicable EEL to DS1 Loop Re-Termination rates found in Exhibit A of this Attachment. Cbeyond shall also be charged the applicable manual OSS (SOMAN) charge, collocation cross-connect charge, and EEL transport disconnect nonrecurring charges, where such charges have not already been paid by Cbeyond, as set forth in Exhibit A of this Attachment or elsewhere in the Agreement.

- 1.12.3.2 The EEL to DS1 Loop Re-Termination process is not available when the Rearrangement requires a dispatch outside the Serving Wire Center where the Loop terminates. If an outside dispatch is required, or if Cbeyond elects not to utilize the EEL to DS1 Loop Re-Termination process, Cbeyond must submit a Local Service Request (LSR) to disconnect the entire EEL circuit, and must submit a separate LSR for the requested stand alone Loop. In such cases, Cbeyond will be charged the EEL disconnect charges, where such charges have not already been paid by Cbeyond, and the full non-recurring rates for installation of a new Loop, as set forth in Exhibit A.
- 1.13 Self-Certification for UNE DS1 and DS3 Loops and UNE DS1 and DS3 Dedicated Transport and Dark Fiber UNE Dedicated Transport
- 1.13.1 Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) UNE Dedicated Transport or high capacity (DS1 or above) UNE Loops, Cbeyond shall undertake a reasonably diligent inquiry to determine whether Cbeyond is entitled to unbundled access to such UNEs in accordance with the terms of this Agreement. By submitting any such order, Cbeyond self-certifies that to the best of Cbeyond's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a UNE pursuant to this Agreement. Upon receiving such order, BellSouth shall provision the UNE requested in reliance upon Cbeyond's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall subsequently seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth's favor, BellSouth shall bill Cbeyond the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in BellSouth's favor, Cbeyond shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.
- 1.14.1 In the event that (1) BellSouth designates a wire center as non-impaired, (2) <customer short name> converts existing UNEs to other services or orders new services as services other than UNEs, (3) <customer short name> otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) BellSouth acknowledges or a state or federal agency regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of <customer short name>, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund <customer short name> the difference between the rate paid by <customer short name> for such services and the applicable UNE

rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

2. **Unbundled Loops**

2.1 General

2.1.1 BellSouth shall provide Cbeyond with nondiscriminatory access to the local Loop on an unbundled basis, in accordance with Section 251(c)(3) of the Act, 47 C.F.R. 51.319(a) and FCC and Commission rules and orders. The local Loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in a BellSouth central office and the Loop demarcation point at a customer premises including inside wire owned or controlled by BellSouth that is part of the transmission path (Loop). For the purposes of this Agreement, and not by way of limitation, the phrase 'end user customer premises' as used in 47 C.F.R. 51.319 (a) shall not be interpreted to include such places as a carrier's mobile switching center, base station, cell site, or other similar facility, except to the extent that a carrier may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

2.1.1.1 The Loop includes all features, functions and capabilities of such transmission facility, including the Network Interface Device (NID). Except as provided for in Section 2.2.1 (access to copper Loops) and 2.2.2 (access to hybrid Loops), the Loop also includes all electronics, optronics, and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer premises.

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

2.1.1.3 The Loop shall include the use of all test access functionality, including without limitation, smart jacks, for both voice and data. Unless otherwise requested, all Loops will be provisioned with the appropriate NID.

2.1.2 The provisioning of a Loop to Cbeyond's collocation space will require BellSouth to provide cross office cabling and cross connections within the central office to connect the Loop to the demarcation point associated with the Cbeyond's collocation space. These cross connects are separate components that are not considered a part of the Loop, and thus, have a separate charge set forth in Exhibit B of Attachment 4.

2.1.3 Where facilities are available, or can be made available through Routine Network Modifications, as defined in Section 1.8, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at

the website at <http://www.interconnection.bellsouth.com>. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and reasonable and nondiscriminatory intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval. All Loops shall be at least at Parity with those offered by BellSouth to any other entity.

- 2.1.4 The Loop shall be provided, maintained and repaired in accordance with reasonable and nondiscriminatory provisions set forth in BellSouth's TR73600 Unbundled Local Loop Technical Specification and all applicable industry standard technical references.
- 2.1.5 When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the customer's location. If Cbeyond wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g., UVL-SL1, UVL-SL2, and UCL-ND), Cbeyond may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A of this Attachment.

2.2 Local Loops

- 2.2.1 BellSouth will provide access to unbundled copper Loops as required by Section 251(c)(3) of the Act, FCC Rule 51.319(a)(1), and related FCC and Commission rules and orders as of the Effective Date of the Agreement. Any subsequent changes to the FCC's or Commission's rules and orders shall be implemented by the Parties through the change of law process set forth in the General Terms and Conditions of this Agreement, Section 16, unless such FCC or Commission rule or order expressly states otherwise.
- 2.2.2 Hybrid Loops. BellSouth will provide access to unbundled Hybrid Loops as required by Section 251(c)(3) of the Act, FCC Rule 51.319(a)(2), and related FCC and Commission rules and orders as of the Effective Date of the Agreement. Any subsequent changes to the FCC's or Commission's rules and orders shall be implemented by the Parties through the change of law process set forth in the General Terms and Conditions of this Agreement, Section 16, unless such FCC or Commission rule or order expressly states otherwise.
- 2.2.3 Fiber-to-the-Home and Fiber-to-the-Curb Loops. BellSouth will provide access to unbundled Fiber-to-the-Home ("FTTH") and Fiber-to-the-Curb ("FTTC") Loops as required by Section 251(c)(3) of the Act, FCC Rule 51.319(a)(3), and related FCC and Commission orders as of the Effective Date of the Agreement.

- 2.2.3.1 A FTTH Loop is a local Loop consisting entirely of fiber optic cable, whether dark or lit, serving an end user customer's premises, or in the case of a predominantly residential multiple dwelling unit ("MDU"), a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry ("MPOE").
- 2.2.3.2 A FTTC Loop is a local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the end user's customer premises or, in the case of a predominantly residential MDU, is not more than 500 feet from the MDU's MPOE. The fiber optic cable in a FTTC Loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer premises.
- 2.2.3.3 BellSouth is not required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis when it deploys such a Loop to an end user's customer premises that previously has not been served by any loop facility.
- 2.2.3.4 BellSouth is not required to provide nondiscriminatory access to a FTTH Loop on an unbundled basis when it has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:
 - 2.2.3.4.1 BellSouth must maintain the existing copper Loop connected to the particular customer premises after deploying the FTTH Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless BellSouth retires the copper Loop pursuant to all applicable FCC and Commission rules and orders.
 - 2.2.3.4.2 BellSouth need not incur any expenses to ensure that the existing copper Loop remains capable of transmitting signals prior to receiving a request for access to the copper Loop pursuant to Section 2.2.3 above. However, BellSouth shall restore the copper Loop to serviceable condition upon request from Cbeyond. In this instance, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.
 - 2.2.3.4.3 If BellSouth retires the copper Loop pursuant to all applicable FCC and Commission rules and orders, it shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop on an unbundled basis.
- 2.2.4 DS1 Loops. BellSouth shall provide Cbeyond with nondiscriminatory access to a DS1 Loop on an unbundled basis. A DS1 Loop is a digital local loop having a total digital signal speed of 1.544 megabytes per second. DS1 Loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate digital T1 services. DS1 Loops will be available to Cbeyond, without

limitation, regardless of the technology used to provide such loops, e.g., two-wire and four-wire HDSL or SHDSL, fiber optics, or radio, used by BellSouth to provision such loops and regardless of the customer for which the requesting carrier will serve, unless otherwise specifically indicated. The unbundling obligation associated with DS1 Loops is in no way limited by the FCC's rules adopted in the Triennial Review Order with respect to hybrid loops typically used to serve mass market customers.

- 2.2.4.1 BellSouth shall not provide more than ten (10) UNE DS1 Loops to Cbeyond at any single Building in which UNE DS1 Loops are available.
- 2.2.5 DS3 Loops. BellSouth shall provide Cbeyond with nondiscriminatory access to a DS3 Loop on an unbundled basis. A DS3 Loop is a digital local Loop having a total digital signal speed of 44.736 megabytes per second.
 - 2.2.5.1 Cbeyond may obtain a maximum of a single UNE DS3 Loop to any single Building in which UNE DS3 Loops are available.
- 2.2.6 Transition for DS1 and DS3 Loops
 - 2.2.6.1 For purposes of this Section 2.2.6, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
 - 2.2.6.2 For purposes of this Section 2.2.6, Embedded Base means DS1 and DS3 Loops that were in service for Cbeyond as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 2.2.6.4.1 or 2.2.6.4.2 below. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.
 - 2.2.6.3 Excess DS1 and DS3 Loops are those Cbeyond DS1 and DS3 Loops in service as of March 11, 2005, in excess of the caps set forth in Sections 2.2.4.1 and 2.2.5.1, respectively. Subsequent disconnects or loss of customers shall be removed from Excess DS1 and DS3 Loops.
 - 2.2.6.4 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 2.2.6.12 below, BellSouth shall make available DS1 and DS3 Loops meeting the following thresholds for Cbeyond's Embedded Base and Excess DS1 and DS3 loops during the Transition Period:
 - 2.2.6.4.1 DS1 Loops to any Building served by a wire center containing 60,000 or more Business Lines and four (4) or more Fiber-Based Collocators (DS1 Threshold).
 - 2.2.6.4.2 DS3 Loops to any Building served by a wire center containing 38,000 or more Business Lines and four (4) or more Fiber-Based Collocators (DS3 Threshold).

- 2.2.6.5 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 2.2.6.4.1 and 2.2.6.4.2 above is set forth in Exhibit C hereto. As of the effective date of this Agreement, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.
- 2.2.6.6 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Cbeyond's Embedded Base and Cbeyond's Excess DS1 and DS3 Loops equal to the higher of:
- 2.2.6.6.1 115% of the rate paid for that element on June 15, 2004; or
- 2.2.6.6.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.
- 2.2.6.6.3 These rates shall be as set forth in Exhibit B to Attachment 2 of the Agreement and this Section 2.2.6.6.
- 2.2.6.7 The Transition Period shall apply only to (1) Cbeyond's Embedded Base and (2) Cbeyond's Excess DS1 and DS3 Loops. Cbeyond shall not add new DS1 or DS3 Loops meeting the thresholds set forth in Sections 2.2.6.4.1 and 2.2.6.4.2 pursuant to this Agreement.
- 2.2.6.8 Except as set forth in Section 1.14 above, and Section 2.2.6.12 below, once a wire center exceeds both of the thresholds set forth in Section 2.3.3.4.1 above, BellSouth will be not be required to provide UNE DS1 Loops in that wire center.
- 2.2.6.9 Except as set forth in Section 1.14 above, and Section 2.2.6.12 below, once a wire center exceeds both of the thresholds set forth in Section 2.3.3.5.1 above, BellSouth will not be required to provide UNE DS3 Loops in that wire center.
- 2.2.6.10 Cbeyond shall submit spreadsheets to BellSouth no later than March 10, 2006, identifying the specific DS1 and DS3 Loops, including the Embedded Base and Excess DS1 and DS3 Loops to be either (1) disconnected and transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted to other available UNE Loops or other wholesale facilities provided by BellSouth, including special access. For Conversions as defined in Section 1.7, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops. If a Cbeyond chooses to convert the DS1 and DS3 UNE Loops to special access circuits, BellSouth will include such DS1 and DS3 Loops once converted within Cbeyond's total special access circuits and apply any discounts to which Cbeyond is entitled.

- 2.2.6.11 If Cbeyond fails to submit the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, BellSouth will identify and transition such circuits to the equivalent wholesale services provided by BellSouth. Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth services as set forth in BellSouth's tariffs
- 2.2.6.12 For Embedded Base circuits and Excess DS1 and DS3 Loops converted, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base and Excess DS1 and DS3 Loops should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Cbeyond's customers' service.
- 2.2.6.13 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 2.2.6.13.1 DS1 or DS3 Loops, or Dedicated Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future
- 2.2.6.13.2 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 2.2.6.4.1 (DS1 Loops), 2.2.6.4.2 (DS3Loops), 6.2.2.4.1 (DS1 Dedicated Transport) and 6.2.2.4.2 (DS3 Dedicated Transport), but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".
- 2.2.6.13.3 Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle DS1 and/or DS3 Loops, or Dedicated Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process.
- 2.2.6.13.4 BellSouth shall make available de-listed DS1 and DS3 Loops and DS1 and DS3 Dedicated Transport that were in service for Cbeyond in a de-listed wire center on the Subsequent Wire Center List as of the thirtieth (30th) calendar day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and eighty (180) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 2.2.6.13.5 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.
- 2.2.6.13.6 The rates that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period shall equal the rate paid for that element at the time of the CNL posting, plus 15%.

- 2.2.6.13.7 No later than one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, Cbeyond shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 1.7, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a Cbeyond chooses to convert the de-listed DS1 and DS3 Loops and Dedicated Transport to special access circuits, BellSouth will include such de-listed DS1 and DS3 Loops and Dedicated Transport once converted within Cbeyond's total special access circuits and apply any discounts to which Cbeyond is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 2.2.6.13.8 If Cbeyond submits the spreadsheet(s) for its Subsequent Embedded Base by one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges.
- 2.2.6.13.9 If Cbeyond fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base by one hundred and eighty (180) calendar days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Cbeyond's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 2.2.6.13.10 For Subsequent Embedded Base circuits converted or transitioned the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Cbeyond's customers' service.
- 2.2.6.13.11 Dark fiber Loops. Dark Fiber Loop is fiber within an existing fiber optic cable that has not been activated through the use of optronics to render it capable of carrying communications services that extends from the demarcation point at a customer's premises to the BellSouth central office. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth is not required to provide Cbeyond access to Dark Fiber Loops on an unbundled basis pursuant to Section 251.
- 2.2.7 The various Loops set forth in Section 2.2 are available as Enterprise Loops. Additional Loop types may become available and may be added to this Agreement via amendment. In the event BellSouth makes additional Loop types

available, nothing shall preclude Cbeyond from requesting to negotiate an amendment to this Agreement to encompass that new Loop type offering.

2.3 Loop Testing/Trouble Reporting

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

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

2.3.3 BellSouth shall test all Loops in a non-discriminatory manner at Parity for that which it uses to test Loops for itself. Such tests shall ensure that Loops meet all applicable BellSouth and industry standards prior to the Loop being provisioned to Cbeyond. The results of such testing, to the extent available, shall be provided to Cbeyond upon request

2.4 Order Coordination and Order Coordination-Time Specific

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

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

technicians to work outside normal work hours, overtime charges may apply in addition to the OC and OC-TS charges.

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

2.5 CLEC to CLEC Conversions for Unbundled Loops

2.5.1 The CLEC to CLEC conversion process at <http://www.interconnection.bellsouth.com/guides/unedocs/c2c.pdf> or unbundled Loops may be used by Cbeyond when converting an existing unbundled Loop from another CLEC for the same Customer. The Loop type being converted must be included in Cbeyond's Interconnection Agreement before requesting a conversion.

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

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

2.5.4 The following chart describes the features and options of DS1 and below Loops.

2.6 Chart

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1 (Non-Designed)	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND (Non-Designed)	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office

Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed)	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop (Designed)	Included	Chargeable Option	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop (Designed)	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office

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

2.8 Ordering Guidelines and Processes

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

2.9 Unbundled Voice Loops (UVLs)

2.9.1 BellSouth shall make available the following UVLs:

2.9.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed)

2.9.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed)

2.9.1.3 4-wire Analog Voice Grade Loop (Designed)

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

two different service levels - Service Level One (SL1) and Service Level Two (SL2).

- 2.9.3 Unbundled Voice Loop - SL1 (UVL-SL1) Loops are 2-wire Loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 Loops when reuse of existing facilities has been requested by Cbeyond. Cbeyond may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 Loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type Loops for its customers.
- 2.9.3.1 For an additional charge, BellSouth will make available additional Loop Testing so that Cbeyond may request further testing on new UVL-SL1 Loops. Rates for additional Loop Testing are as set forth in Exhibit A of this Attachment
- 2.9.4 Unbundled Voice Loop – SL2 (UVL-SL2) Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to Cbeyond. SL2 circuits can be provisioned with Loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 Loops. The OC feature will allow Cbeyond to coordinate the installation of the Loop with the disconnect of an existing customer’s service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion and in a reasonable and nondiscriminatory manner during normal work hours.
- 2.10 Unbundled Digital Loops
- 2.10.1 BellSouth will offer Unbundled Digital Loops (UDL). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.
- 2.10.2 BellSouth shall make available the following UDLs,
- 2.10.2.1 2-wire Unbundled ISDN Digital Loop
- 2.10.2.2 2-wire Unbundled ADSL Compatible Loop
- 2.10.2.3 2-wire Unbundled HDSL Compatible Loop
- 2.10.2.4 4-wire Unbundled HDSL Compatible Loop

- 2.10.2.5 4-wire Unbundled DS1 Digital Loop
- 2.10.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below
- 2.10.2.7 DS3 Loop
- 2.10.2.8 STS-1 Loop
- 2.10.3 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. Cbeyond will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and customer. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.10.4 2-Wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.10.5 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long, and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.10.6 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of Loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-Wire DS1 Network Interface, such as a smartjack, at the customer's location. For purposes of this Agreement, including the transition of DS1 and DS3 Loops described in Section 2.2.5 above, DS1 Loops include provisioned HDSL Loops and the associated electronics, whether configured as HDSL-2-wire or HDSL-4-wire Loops.
- 2.10.7 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.
- 2.10.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of

which may provide the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

- 2.10.8.1 DS3 services come with a test point and a DLR. For transport between two BellSouth wire centers, mileage will be measured in airline miles, rounded up, and a minimum of one (1) mile applies. BellSouth TR 73501 LightGate@Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.
- 2.10.8.2 DS3 Loops require a Service Inquiry (SI) in order to ascertain availability.
- 2.10.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which may provide the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.
 - 2.10.9.1 STS-1 Loops require a Service Inquiry (SI) in order to ascertain availability.
- 2.11 Unbundled Copper Loops (UCL)
 - 2.11.1 BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital Loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Designed and Non-Designed.
 - 2.11.2 Unbundled Copper Loop – Designed (UCL-D)
 - 2.11.2.1 The UCL-D will be provisioned as a dry copper twisted pair (2- or 4-wire) Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital Loop carrier, or repeaters).
 - 2.11.2.2 A UCL-D will be 18,000 feet or less in length and is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 Ohms of resistance.
 - 2.11.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by Cbeyond.

- 2.11.2.4 These Loops are not intended to support any particular services and may be utilized by Cbeyond to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the Loop to the customer's inside wire.
- 2.11.2.5 Upon the Effective Date of this Agreement, Unbundled Copper Loop – Long (UCL-L) elements will no longer be offered by BellSouth and no new orders for UCL-L will be accepted. Any existing UCL-Ls that were provisioned prior to the Effective Date of this Amendment will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Agreement. Existing UCL-Ls that were provisioned prior to the Effective Date of this Agreement may remain connected, maintained and repaired according to BellSouth's TR73600 and may remain connected until such time as they are disconnected by Cbeyond or BellSouth provides ninety (90) calendar days notice that such UCL-L must be terminated.
- 2.11.3 Unbundled Copper Loop – Non-Designed (UCL-ND)
- 2.11.3.1 The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame (MDF) to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to 6,000 feet of bridged tap between the customer's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For Loops less than 18,000 feet and with less than 1300 Ohms resistance, the Loop will provide a voice grade transmission channel suitable for Loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.
- 2.11.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, Cbeyond can request LMU for which additional charges would apply.
- 2.11.3.3 For an additional charge, BellSouth also will make available Loop Testing so that Cbeyond may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.

- 2.11.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by Cbeyond to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. The UCL-ND will include a NID at the customer's location for the purpose of connecting the Loop to the customer's inside wire.
- 2.11.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. OC-TS does not apply to this product.
- 2.11.3.6 Cbeyond may use BellSouth's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper Loop within the BellSouth network. Therefore, some Loops that would not qualify as UCL-ND could be transformed into Loops that do qualify, using the ULM process.
- 2.12 Unbundled Loop Modifications (Line Conditioning)
- 2.12.1 Line Conditioning is defined as the removal from a copper Loop or copper sub-loop of any device that could diminish the capability of the Loop or subloop to deliver xDSL capability, to ensure that the copper Loop or copper subloop is suitable for providing xDSL services and provided the same for all telecommunications carriers requesting access to that network and at least equal in quality to that which BellSouth provides to itself.
- 2.12.1.1 Such devices include, but are not limited to; load coils, low pass filters, and range extenders. Insofar as it is technically feasible, BellSouth shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.
- 2.12.2 BellSouth will remove load coils only on copper Loops and sub-loops that are less than 18,000 feet in length at the rates set forth in Exhibit A. BellSouth will remove load coils on copper Loops and subloops that are greater than 18,000 feet in length upon Cbeyond's request at rates pursuant to BellSouth's Special Construction Process contained in BellSouth's FCC No. 2 as mutually agreed to by the Parties. Should BellSouth begin removing load coils on Loops over 18,000 feet to provide xDSL service to its customers, it will do so for Cbeyond at the rates set forth in Exhibit A. Should BellSouth begin removing load coils on Loops over 18,000 feet for other carriers other than at BellSouth's Special Construction rates, it will do so for Cbeyond at parity under the same rates, terms, and conditions and the Parties shall amend this Agreement to include the necessary rates, terms, and conditions.
- 2.12.3 Any copper Loop being ordered by Cbeyond which has over 6,000 feet of combined bridged tap will be modified, upon request from Cbeyond, so that the

Loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to Cbeyond. Line conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper Loop that will result in a combined level of bridged tap between 2,500 and 6,000 feet will be performed at the rates set forth in Exhibit A of this Attachment.

- 2.12.4 Cbeyond may request removal of bridged taps between 0 and 2500 pursuant to rates, terms and conditions negotiated by the Parties, or if negotiations are unsuccessful, pursuant to BellSouth's Special Construction process contained in BellSouth's FCC No. 2.
- 2.12.5 Rates for ULM are as set forth in Exhibit A of this Attachment.
- 2.12.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered. If Cbeyond wants a different type of Loop or wants the original Loop type modified to a different Loop type, then Cbeyond must submit a new order for that type of Loop.
- 2.12.7 If Cbeyond requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. Cbeyond will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.
- 2.12.8 Cbeyond shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Cbeyond desires BellSouth to condition.
- 2.12.9 When requesting ULM for a Loop that BellSouth has previously provisioned for Cbeyond, Cbeyond will submit a service inquiry to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by Cbeyond is available at the location for which the ULM was requested, Cbeyond will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, Cbeyond will not be charged for ULM but will only be charged the service order charges for submitting an order.
- 2.12.10 Insofar as it is technically feasible, BellSouth shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.
- 2.13 Loop Provisioning Involving Integrated Digital Loop Carriers

2.13.1 Where Cbeyond has requested an Unbundled Loop and BellSouth uses IDLC systems to provide the local service to the customer and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to Cbeyond. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will implement one of the following alternative arrangements for Cbeyond (e.g. hairpinning):

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

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

2.13.3 If no alternate facility is available, and upon request from Cbeyond, and if agreed to by both Parties, BellSouth may utilize its Special Construction (SC) process to determine the additional costs required to provision facilities. Cbeyond will then have the option of paying the one-time SC rates to place the Loop.

2.14 Network Interface Device

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

2.14.2 BellSouth shall permit Cbeyond to connect Cbeyond's Loop facilities to the customer premises wiring through the BellSouth NID or at any other technically feasible point.

2.14.3 Access to NID

- 2.14.3.1 Cbeyond may access the customer premises wiring by any of the following means and Cbeyond shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:
 - 2.14.3.1.1 BellSouth shall allow Cbeyond to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have available termination points that are not being used by BellSouth or another telecommunications carrier to provide service to that premises.
 - 2.14.3.1.2 Where an adequate length of the customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID, provided that it has received the appropriate consent from the customer.
 - 2.14.3.1.3 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connect divisioned or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or
 - 2.14.3.1.4 Cbeyond may request BellSouth to make other rearrangements to the customer premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 2.14.3.2 In no case shall either Party remove or disconnect the other Party's Loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting Loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It shall be the responsibility of the Party disconnecting Loop facilities to ensure there is no safety hazard, and that Party shall hold the other Party harmless for any liability associated with the removal of the Loop facilities from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's Loop has been disconnected from the NID, to reconnect the disconnected Loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected Loop must be appropriately cleared, capped and stored.
- 2.14.3.3 Cbeyond shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.14.3.4 Cbeyond shall not remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

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

2.14.4 Technical Requirements

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

2.14.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the customer premises and the distribution media and/or cross connect to Cbeyond's NID.

2.14.4.3 Existing BellSouth NIDs will be provided in working condition. Where such NID is not functioning properly, and to the extent it is technically feasible, BellSouth shall repair the NID at BellSouth's expense. Cbeyond may request BellSouth to do additional work to the NID, including relocating the NID and extending associated distribution plant and inside wiring/UNTW, as appropriate, to that new location, on a time and material basis, except where BellSouth does not charge its retail customers to perform the same functions. When Cbeyond deploys its own local Loops in a multiple-line termination device, Cbeyond shall specify the quantity of NID connections that it requires within such device.

2.14.4.4 The NID shall be equal to or better than all of the requirements for NIDs set forth in the applicable industry standard technical requirements.

2.15 Sub-loop Elements

2.15.1 Where facilities permit, BellSouth shall offer access to its Unbundled Sub-Loop (USL) elements as required by and in accordance with 47 CFR 51.319(b).

2.15.2 BellSouth shall provide Cbeyond with nondiscriminatory access to a copper subloop on an unbundled basis. A copper subloop is a portion of a copper Loop, or hybrid Loop, comprised entirely of copper wire or copper cable that acts as a transmission facility between any point of technically feasible access in BellSouth's outside plant, including inside wire owned or controlled by BellSouth at the end-user customer premises. A copper subloop includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of technically feasible access and the demarcation point at the end-user customer premises, and includes the features, functions, and capabilities of the copper Loop. Copper subloops include two-wire and four-wire analog voice-grade subloops as well as two-wire and four-wire subloops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the subloops are in service or held as spares.

- 2.15.2.1 A point of technically feasible access is any point in BellSouth's outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface. BellSouth shall, upon a site-specific request, provide access to a copper subloop at a splice near a remote terminal. BellSouth shall be compensated for providing this access in accordance with applicable FCC and Commission rules and orders.
- 2.15.3 BellSouth shall provide Cbeyond with nondiscriminatory access to the subloop for access to multiunit premises wiring on an unbundled basis regardless of the capacity level or type of Loop that Cbeyond seeks to provision for its customer. The subloop for access to multiunit premises wiring is defined as any portion of the Loop that it is technically feasible to access at a terminal in BellSouth's outside plant at or near a multiunit premises. One category of this subloop is inside wire, which is defined for purposes of this Section as all Loop plant owned or controlled by BellSouth at a multiunit customer premises between the minimum point of entry as defined in FCC Rule 68.105 and the point of demarcation of BellSouth's network as defined in FCC Rule 68.3.
- 2.15.3.1 A point of technically feasible access is any point in BellSouth's outside plant at or near a multiunit premises where a technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.
- 2.15.3.2 Upon notification by Cbeyond that it requests interconnection at a multiunit premises where BellSouth owns, controls, or leases wiring, BellSouth shall provide a single point of interconnection that is suitable for use by multiple carriers. This obligation is in addition to BellSouth's obligations to provide nondiscriminatory access to a subloop for access to multiunit premises wiring, including any inside wire, at any technically feasible point.
- 2.15.4 Unbundled Sub-Loop Distribution
- 2.15.4.1 The Unbundled Sub-Loop Distribution facility is a dedicated transmission facility that BellSouth provides from an customer's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2-Wire or 4-Wire facility. BellSouth will make available the following sub-loop distribution offerings where facilities exist:

Unbundled Sub-Loop Distribution – Voice Grade

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

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

perform the site set-up as described in the CLEC Information Package, located at the website address:
<http://www.interconnection.bellsouth.com/products/html/unes.html>.

- 2.15.4.7 The site set-up must be completed before Cbeyond can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice Cbeyond's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 2.15.4.8 Once the site set-up is complete, Cbeyond will request sub-loop pairs through submission of a LSR form to the Local Carrier Service Center (LCSC). OC is required with USL pair provisioning when Cbeyond requests reuse of an existing facility, and the Order Coordination charge shall be billed in addition to the USL pair rate. For expedite requests by Cbeyond for sub-loop pairs, expedite charges will apply for intervals less than five (5) calendar days.
- 2.15.4.9 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.
- 2.15.5 Unbundled Network Terminating Wire (UNTW)
- 2.15.5.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers. BellSouth shall provide access to UNTW as required by and in accordance with 47 CFR 51.319(b)(2).
- 2.15.5.2 BellSouth will provide this element in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where BellSouth owns, controls or leases, but only to the extent that BellSouth has control by virtue of such lease, wiring all the way to the customer's premises. BellSouth shall use commercially reasonable efforts to obtain the right to permit Cbeyond to access the UNTW.
- 2.15.5.3 Requirements
- 2.15.5.3.1 Upon request, the BellSouth will provide access to UNTW pairs on an Access Terminal that functions as a single point of interconnection. Upon request, BellSouth also will provide access to UNTW pairs on an Access Terminal at or adjacent to each (or an individual) BellSouth Garden Terminal(s) or inside (or an individual) Wiring Closet(s), to the extent technically feasible.

- 2.15.5.3.2 BellSouth shall not be required to install new or additional NTW beyond existing NTW to provision the services of Cbeyond, unless it would do so upon request from one of its own customers, or is otherwise required to do so in order to comply with existing FCC or Commission rules and orders.
- 2.15.5.3.3 Upon receipt of the UNTW SI requesting access to BellSouth's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of Cbeyond, an Access Terminal will be installed at a single point of interconnection, or either adjacent to each (or an individual) of BellSouth's Garden Terminal(s) or inside each (or an individual) Wiring Closet(s). Cbeyond will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. BellSouth may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the customer has requested a change in its local service provider to Cbeyond. Prior to connecting Cbeyond's service on a pair previously used by BellSouth, Cbeyond will use commercially reasonable efforts to ensure the customer is no longer using BellSouth's service or another CLEC's service before accessing UNTW pairs.
- 2.15.5.3.4 Access Terminal installation intervals will be established on an individual case basis.
- 2.15.5.3.5 Cbeyond is responsible for obtaining the property owner's permission for BellSouth to install an Access Terminal(s) on behalf of Cbeyond. The submission of the SI by Cbeyond will serve as certification by Cbeyond that such permission has been obtained. If the property owner objects to such Access Terminal installations that are in progress (prior to completion) and demands removal of Access Terminals, Cbeyond will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.
- 2.15.5.3.6 Cbeyond shall indemnify and hold harmless BellSouth against any claims of any kind that may arise out of Cbeyond failure to obtain the property owner's permission.
- 2.15.5.3.7 Cbeyond will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time Cbeyond activates the pair(s). Cbeyond will notify BellSouth within five (5) business days of activating UNTW pairs using the LSR form.
- 2.15.5.3.8 If a trouble exists on a UNTW pair, Cbeyond may use an alternate spare pair that serves that customer if a spare pair is available. In such cases, Cbeyond will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, Cbeyond will isolate and report troubles to BellSouth. In such

cases. Cbeyond must tag the UNTW pair that requires repair. If BellSouth dispatches a technician on a reported trouble call and no UNTW trouble is found, BellSouth will charge Cbeyond for time spent on the dispatch and testing the UNTW pair(s).

2.15.5.3.9 If the Cbeyond initiates the Access Terminal installation and the Cbeyond has not activated at least ten (10) percent of the capacity of the Access Terminal installed pursuant to Cbeyond's request for an Access Terminal within six (6) months of installation of the Access Terminal, BellSouth will bill Cbeyond a nonrecurring charge equal to the actual cost of provisioning the Access Terminal. Once Cbeyond has activated at least ten (10) percent of the capacity of the Access Terminal within six (6) months of installation of the Access Terminal, Cbeyond will not be billed for the placement of the Access Terminal even if the percentage of activated pairs drops at a later time below ten (10) percent or is completely deactivated.

2.15.5.3.10 If BellSouth determines that Cbeyond is using the UNTW pairs without reporting the activation of the pairs, Cbeyond will be billed for the use of that pair back to the date the customer began receiving service from Cbeyond at that location. Upon request, Cbeyond will provide copies of its redacted billing records, or installation order with sufficient information to substantiate such date. If Cbeyond fails to provide such records, then BellSouth will bill Cbeyond back to the date of the Access Terminal installation.

2.16 Loop Makeup

2.16.1 Description of Service

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

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

- 2.16.1.3 BellSouth's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either BellSouth or the requesting CLEC controlling the Loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless the requesting CLEC obtains a Letter of Authorization (LOA) from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC. BellSouth shall accept an appropriate blanket LOA for this purpose.
- 2.16.1.4 Cbeyond may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop as long as that equipment does not disrupt other services on the BellSouth network. The determination shall be made solely by Cbeyond and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the Loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee Cbeyond's ability to provide advanced services over the ordered Loop type. Further, if Cbeyond orders Loops that do not require a specific facility medium (i.e. copper and ISDN) or Loops that are not intended to support advanced services (such as UV-SL1, UV or -SL2 compatible Loops) and that are not inventoried as advanced services Loops, the LMU information for such Loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Cbeyond is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the Loop type ordered.
- 2.16.2 Submitting Loop Makeup Service Inquiries
- 2.16.2.1 Cbeyond may obtain LMU information by submitting a mechanized LMU query or a Manual LMUSI. Mechanized LMUs should be submitted through BellSouth's OSS interfaces. After obtaining the Loop information from the mechanized LMU process, if Cbeyond needs further Loop information in order to determine Loop service capability, Cbeyond may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit A of this Attachment.
- 2.16.2.2 Manual LMUSIs shall be submitted according to the guidelines in the LMU CLEC Information Package, available at <http://interconnection.bellsouth.com/guides/html/unec.html>. The service interval for the return of a Manual LMUSI is three (3) business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

2.16.3 Loop Reservations

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

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

2.16.3.3 Charges for preordering Manual LMUSI or Mechanized LMU are separate from any charges associated with ordering other services from BellSouth.

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

2.16.3.5 Where Cbeyond has reserved multiple Loop facilities on a single reservation, Cbeyond may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to Cbeyond, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by Cbeyond.

2.17 Line Sharing

2.17.1 In the event Line Sharing is available, BellSouth shall make Line Sharing available to Cbeyond consistent with the Act and applicable FCC and Commission rules and Orders, upon request by Cbeyond and pursuant to the terms and conditions subsequently negotiated and/or arbitrated in accordance with the change of law process set forth in Section 16 of the General Terms and Conditions.

2.18 Line Splitting

2.18.1 In the event Line Splitting is available, BellSouth shall make Line Splitting available to Cbeyond consistent with the Act and applicable FCC and Commission rules and Orders, upon request by Cbeyond and pursuant to the

terms and conditions subsequently negotiated and/or arbitrated in accordance with the change of law process set forth in Section 16 of the General Terms and Conditions.

3. Local Switching

3.1 In the event local switching is available, BellSouth shall make local switching capability and tandem switching capability, and applicable associated UNEs, available to Cbeyond consistent with the Act and applicable FCC and Commission rules and Orders, upon request by Cbeyond and pursuant to the terms and conditions subsequently negotiated and/or arbitrated in accordance with the change of law process set forth in Section 16 of the General Terms and Conditions.

4. Unbundled Network Element Combinations

4.1 For purposes of this Section, references to “Currently Combined” UNE shall mean that the particular UNE requested by Cbeyond are in fact already combined by BellSouth in the BellSouth network. References to “Ordinarily Combined” UNEs shall mean that the particular UNEs requested by Cbeyond are not already combined by BellSouth in the location requested by Cbeyond but are elements that are typically combined in BellSouth’s network. References to “Not Typically Combined” UNEs shall mean that the particular UNEs requested by Cbeyond are not elements that BellSouth combines for its use in its network.

4.1.1 Upon request, BellSouth shall perform the functions necessary to combine unbundled Network Elements in any manner, even if those elements are not ordinarily combined in BellSouth’s network, provided that such combination is technically feasible and will not undermine the ability of other carriers to obtain access to unbundled Network Elements or to interconnect with BellSouth’s network.

4.2 Enhanced Extended Links (EELs)

4.2.1 EELs are combinations of unbundled Loops and unbundled dedicated transport, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide Cbeyond with EELs where the underlying UNEs are available and in all instances where the requesting carrier meets the FCC’s eligibility requirements, if applicable.

4.2.2 EELs include, but are not limited to the following combinations:

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

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

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

- 4.2.2.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 4.2.2.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 4.2.2.6 DS1 Interoffice Channel + DS1 Local Loop
- 4.2.2.7 DS3 Interoffice Channel + DS3 Local Loop
- 4.2.2.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 4.2.2.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 4.2.2.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 4.2.2.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 4.2.2.12 4wire VG Interoffice Channel + 4-wire VG Local Loop
- 4.2.2.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 4.2.2.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop
- 4.2.3 High-capacity EELs are DS1 and/or DS3 combinations of Loop and interoffice transport at UNE or commingled rates as described in the 47 CFR 51.318 and the Triennial Review Order. High-capacity EELs must comply with the service eligibility criteria set forth below.
- 4.2.4 By placing an order for a high-capacity EEL, Cbeyond thereby certifies that the high-capacity EEL service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a UNE. BellSouth may not engage in self-help by withholding an EEL ordered by Cbeyond. However, BellSouth may reject the requested circuit, if it is not ultimately connected to a collocation arrangement that meets the requirements of 47 CFR 51.318(c).
- 4.2.5 If a high-capacity EEL or Ordinarily Combined Network Element is not readily available but can be made available through Routine Network Modifications, as defined in Section 1.8, for Loops that are DS3 and above (including Dark Fiber), Cbeyond may request BellSouth to perform such Routine Network Modifications. For DS1 Loops and below, BellSouth will perform such Routine Network Modifications without such request from Cbeyond in the normal course of business.
- 4.2.5.1 Service Eligibility Criteria
- 4.2.5.1.1 Cbeyond has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied

with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area;

- 4.2.5.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:
 - 4.2.5.2.1 1) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit;
 - 4.2.5.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment, so that each fully utilized DS3 must have at least twenty-eight (28) local voice numbers assigned to it;
 - 4.2.5.2.3 3) Each circuit to be provided to each customer will have 911 or E911 capability prior to provision of service over that circuit;
 - 4.2.5.2.4 4) Each circuit to be provided to each customer will terminate in a collocation arrangement that meets the requirements of 47 CFR 51.318(c);
 - 4.2.5.2.5 5) Each circuit to be provided to each customer will be served by an interconnection trunk over which Cbeyond will transmit the calling party's number in connection with calls exchanged over the trunk;
 - 4.2.5.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, Cbeyond will have at least one (1) active DS1 local service interconnection trunk over which Cbeyond will transmit the calling party's number in connection with calls exchanged over the trunk;
 - 4.2.5.2.7 7) Each circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.
- 4.2.6 BellSouth may conduct a limited audit of Cbeyond's records on an annual basis based upon cause to verify compliance with High Capacity EEL Service Eligibility Criteria.
 - 4.2.6.1 To invoke its limited right to audit, BellSouth will send a Notice of Audit to Cbeyond identifying the cause upon which BellSouth rests its allegations. Such Notice of Audit will be delivered to Cbeyond no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit.
 - 4.2.6.2 An AICPA compliant audit shall commence at a mutually agreeable location (or locations) and shall be conducted by an independent auditor that meets the AICPA standards for independence. Unless the Parties mutually agree otherwise, the audit shall be conducted by an auditor selected, retained and paid for by BellSouth from the following list of third party auditors; (1) Grant Thornton, (2) Dixon Hughes, (3) BDO

Seidman, and (4) PRG Schultz. If in the selection of any of the four auditors it is determined that a conflict of interest exists with either BellSouth or Cbeyond, the Parties may agree to waive such conflict of interest to allow the audit to proceed. If no waiver is agreed upon, or if the auditor declines a request for an audit, another auditor from the list above, subject to the same conflict and waiver process, shall be selected. If all the auditors from the list above have a conflict that is not resolved, refuse to proceed or decline such request for an audit, the Parties shall agree to another auditor.

- 4.2.6.3 The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an “examination engagement” and issue an opinion regarding Cbeyond’s compliance with the High Capacity EEL Service Eligibility Criteria. AICPA standards and other requirements related to determining the independence of an auditor shall govern the audit of requesting carrier compliance. The concept of materiality governs this audit; the independent auditor’s report will conclude whether Cbeyond complied in all material respects with the applicable High Capacity EEL Service Eligibility Criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically includes an examination of a sample selected in accordance with the independent auditor’s judgment.
- 4.2.6.4 To the extent the independent auditor’s report concludes that Cbeyond failed to comply with the High Capacity EEL Service Eligibility Criteria, Cbeyond must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis.
- 4.2.6.5 To the extent the independent auditor’s report concludes that Cbeyond failed to comply in all material respects with the High Capacity EEL Service Eligibility Criteria, Cbeyond must reimburse BellSouth for the cost of the independent auditor. Similarly, to the extent the independent auditor’s report concludes that Cbeyond complied in all material respects with the High Capacity EEL Service Eligibility Criteria, BellSouth must reimburse Cbeyond for its costs associated with the audit, including, staff time and other appropriate costs for responding to the audit accounted for by Cbeyond. Reimbursement under this Section shall take place within thirty (30) calendar days of receipt of a statement of costs associated with the audit.
- 4.2.6.6 Cbeyond will maintain appropriate documentation to support its certifications.

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

4.3 UNE Port/Loop Combinations

4.3.1 In the event UNE Port/Loop Combinations are available, BellSouth shall make UNE Port/Loop Combinations available to Cbeyond consistent with the Act and applicable FCC and Commission rules and orders, upon request by Cbeyond and pursuant to the terms and conditions subsequently negotiated and/or arbitrated in accordance with the change of law process set forth in Section 16 of the General Terms and Conditions.

5. Rates

5.1 The rates for the Currently Combined UNE specifically set forth in Exhibit A or B (as applicable) of this Attachment shall be the rates associated with such Combinations. Where a Currently Combined Combination is not specifically set forth in Exhibit A or B (as applicable), the rate for such Currently Combined Combination of UNEs shall be the sum of the recurring rates for those individual UNEs as set forth in Exhibit A or Exhibit B (as applicable) in addition to the applicable non-recurring switch-as-is charge set forth in Exhibit A.

5.2 The rates for the Ordinarily Combined UNEs specifically set forth in Exhibit A or B (as applicable) of this Attachment shall be the non-recurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in Exhibit A or B (as applicable), the rate for such Ordinarily Combined Combination of UNEs shall be the sum of the recurring and non-recurring rates for those individual UNEs as set forth in Exhibit A or Exhibit B (as applicable).

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

6. Dedicated Transport and Dark Fiber Transport

6.1 Dedicated Transport

6.2 BellSouth shall offer nondiscriminatory access to Dedicated Transport, on an unbundled basis, in accordance with FCC Rules 47 C.F.R. § 51.311 and 51.319, Section 251(c) (3) of the Act, and related FCC and Commission rules and orders

as of the Effective Date of the Agreement and this Section 6. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by Cbeyond, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber dedicated to Cbeyond. BellSouth is not required to provide Cbeyond access to OCn level Dedicated Transport on an unbundled basis pursuant to Section 251.

- 6.2.1 Except as set forth in Section 6.2.2 below, BellSouth shall not be required to provide to Cbeyond unbundled access to Dedicated Transport that does not connect a pair of BellSouth wire centers ("Entrance Facilities").
- 6.2.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities
 - 6.2.2.1 For purposes of this Section 6.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport, is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
 - 6.2.2.2 For purposes of this Section 6.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for Cbeyond as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 6.2.2.4.1 and 6.2.2.4.2 below. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.
 - 6.2.2.3 For purposes of this Section 6.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for Cbeyond as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base For purposes of this Section 6.2.2, Excess DS1 and DS3 Dedicated Transport means those Cbeyond DS1 and DS3 Dedicated Transport facilities in service as of March 11, 2005, in excess of the caps set forth in Section 6.2.2.5 below. Subsequent disconnects and loss of customers shall be removed from Excess DS1 and DS3 Transport.
 - 6.2.2.4 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport meeting the following thresholds for Cbeyond's Embedded Base and Excess Dedicated Transport during the Transition Period:
 - 6.2.2.4.1 DS1 Dedicated Transport where both wire centers at the end points of the Route contain 38,000 or more Business Lines or four (4) or more Fiber-Based Collocators. ("Tier 1 Wire Center")

- 6.2.2.4.2 DS3 Dedicated Transport where both wire centers at the end points of the Route contain 24,000 or more Business Lines or three (3) or more Fiber-Based Collocators. ("Tier 2 Wire Center")
- 6.2.2.5 Cbeyond may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each Route where DS3 Dedicated Transport is available as a UNE, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport.
- 6.2.2.6 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Sections 6.2.2.4.1 or 6.2.2.4.2 above, is set forth in Exhibit C hereto. As of the effective date of this Agreement, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.
- 6.2.2.7 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Entrance Facilities only for Cbeyond's Embedded Base Entrance Facilities only during the Transition Period.
- 6.2.3 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Cbeyond's Embedded Base of DS1 and DS3 Dedicated Transport and for Cbeyond's Excess DS1 and DS3 Dedicated Transport, as described in this Section 6.2, equal to the higher of:
 - 6.2.3.1 115% of the rate paid for that element on June 15, 2004; or
 - 6.2.3.2 115% of the new rate the Commission established, if any, between June 16, 2004 and March 11, 2005.
 - 6.2.3.3 These rates shall be as set forth in Exhibit B to Attachment 2 of the Agreement and this Section 6.2.3.
 - 6.2.3.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Cbeyond's Embedded Base Entrance Facilities as set forth in Exhibit B to Attachment 2 of the Agreement and this Section 6.2.3.
 - 6.2.3.5 The Transition Period shall apply only to (1) Cbeyond's Embedded Base circuits and Embedded Base Entrance Facilities; and (2) Cbeyond's Excess DS1 and DS3 Dedicated Transport. Cbeyond shall not add new Entrance Facilities pursuant to this Agreement. Further, Cbeyond shall not add new DS1 or DS3 Dedicated Transport meeting the thresholds set forth in Sections 6.2.2.4.1 and 6.2.2.4.2 pursuant to this Agreement.

- 6.2.3.11 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to Cbeyond's customers' service.
- 6.3 BellSouth shall:
 - 6.3.1 Provide Cbeyond exclusive use of Dedicated Transport to a particular customer or carrier;
 - 6.3.2 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this Section;
 - 6.3.3 Permit, to the extent technically feasible, Cbeyond to connect Dedicated Transport to equipment designated by Cbeyond, including but not limited to, Cbeyond's collocated facilities; and
 - 6.3.4 Permit, to the extent technically feasible, and on a non discriminatory basis, Cbeyond to obtain the functionality provided by BellSouth's digital cross-connect systems or multiplexers.
 - 6.3.5 In the event Common (Shared) Transport is available, BellSouth shall make Common (Shared) Transport available to Cbeyond consistent with the Act and applicable FCC and Commission rules and Orders, upon request by Cbeyond and pursuant to the terms and conditions subsequently negotiated and/or arbitrated in accordance with the change process set forth in Section 16 of the General Terms and Conditions
- 6.4 BellSouth shall offer Dedicated Transport:
 - 6.4.1 As capacity on a shared facility; and
 - 6.4.2 As a circuit (i.e., DS0, DS1, DS3, STS-1) dedicated to Cbeyond.
- 6.5 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.
- 6.6 Technical Requirements
 - 6.6.1 BellSouth shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements

specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.

- 6.6.2 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 6.6.2.1 DS0 Equivalent;
 - 6.6.2.2 DS1;
 - 6.6.2.3 DS3;
 - 6.6.2.4 STS-1; and
 - 6.6.2.5 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 6.6.3 BellSouth shall design Dedicated Transport according to its network infrastructure. Cbeyond shall specify the termination points for Dedicated Transport.
- 6.6.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and BellSouth Technical References:
 - 6.6.4.1 Telcordia TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1987.
 - 6.6.4.2 BellSouth's TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.
 - 6.6.4.3 BellSouth's TR 73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.
- 6.7 If Dedicated Transport is not readily available but can be made available through Routine Network Modifications, as defined in Section 1.8, Cbeyond may request BellSouth to perform such Routine Network Modifications.
- 6.8 Unbundled Channelization (Multiplexing)
 - 6.8.1 To the extent Cbeyond is purchasing DS1 or DS3 or STS-1 Dedicated Transport pursuant to this Agreement, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.737 Mbps) or STS-1 (51.84 Mbps) Network Elements to be multiplexed or

channelized at a BellSouth central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, Cbeyond may request channel activation on a channelized facility and BellSouth shall connect the requested facilities via COCIs. The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.

- 6.8.2 BellSouth shall make available the following channelization systems and interfaces:
 - 6.8.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following COCI are available: Voice Grade, Digital Data and ISDN.
 - 6.8.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
 - 6.8.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
 - 6.8.2.4 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as an optional non-chargeable feature, if ordered with the original DS1 facilities. If ordered subsequent to a facility installation, a non-recurring charge will apply.
 - 6.8.2.5 BellSouth will provide Unbundled Channelization as stated in this Section 6.8 at Parity with its retail offerings and on a nondiscriminatory basis with its wholesale offerings, and as specified in TR 75501 LightGate@Service Interface and Performance Specifications, Issue D, June 1995.
- 6.8.3 Technical Requirements. In order to assure proper operation with BellSouth provided central office multiplexing functionality, both BellSouth's multiplexing equipment and Cbeyond's channelization equipment must adhere strictly to form and protocol standards. BellSouth and Cbeyond must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.
- 6.9 Dark Fiber Transport. Dark Fiber Transport is defined as unactivated optical Dedicated Transport.
 - 6.9.1.1 BellSouth shall make Dark Fiber Transport available in accordance with FCC and Commission rules and orders. Dark Fiber Transport is strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Cbeyond to utilize Dark Fiber Transport.

- 6.9.1.2 If Dark Fiber Transport is not readily available but can be made available through Routine Network Modifications as defined in Section 1.8, such as splicing and provisioning of a termination panel, Cbeyond may request BellSouth to perform such Routine Network Modifications.
- 6.9.1.3 Cbeyond may test Dark Fiber obtained from BellSouth using Cbeyond or Cbeyond designated personnel. BellSouth shall provide appropriate interfaces at both ends to allow testing of Dark Fiber.
- 6.9.1.4 Requirements
- 6.9.1.4.1 BellSouth shall make available in a reasonable and nondiscriminatory manner Dark Fiber Transport where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Transport will not be deemed available if (1) it is used by BellSouth for maintenance and repair purposes, (2) it is designated for use pursuant to a firm order placed by another customer, (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure, or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place fibers for Dark Fiber Transport if there are none available.
- 6.9.1.4.2 Cbeyond may test the quality of the Dark Fiber Transport to determine its usability and performance specifications.
- 6.9.1.4.3 BellSouth shall use commercially reasonable efforts to provide to Cbeyond information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from Cbeyond. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport.
- 6.9.1.4.4 If the requested Dark Fiber Transport is available, BellSouth shall use commercially reasonable efforts to provision the Dark Fiber Transport to Cbeyond within twenty (20) business days after Cbeyond submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., LGX) to enable Cbeyond to connect Cbeyond provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport.
- 6.9.1.4.5 BellSouth shall provide a loss measurement report to Cbeyond in order for Cbeyond to determine the suitability of Dark Fiber Transport.
- 6.9.2 Transition Period for UNE Dark Fiber Transport and UNE Dark Fiber Transport Entrance Facilities
- 6.9.2.1 For purposes of this Section 6.9.2, the Transition Period for the Embedded Base of Dark Fiber Transport and Embedded Base Dark Fiber Entrance

Facilities is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

- 6.9.2.2 For purposes of this Section 6.9.2, Embedded Base means Dark Fiber Transport that was in service for Cbeyond as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Section 6.9.2.4.1 below. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.
- 6.9.2.3 For purposes of this Section 6.9.2, Embedded Base Dark Fiber Entrance Facilities means Dark Fiber Entrance Facilities that were in service for Cbeyond as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Section 6.9.2.4.1 below. Subsequent disconnects or loss of customers shall be removed from Embedded Base Dark Fiber Entrance Facilities.
- 6.9.2.4 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport that, as of March 11, 2005 met the criteria set forth in Section 6.9.2.4.1 below for Cbeyond's Embedded Base only during the Transition Period:
 - 6.9.2.4.1 Dark Fiber Transport where both wire centers at the end points of the Route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more Fiber-Based Collocators (Tier 2 Wire Center).
 - 6.9.2.5 The initial list of wire centers (Initial Wire Center List) meeting the criteria set forth in Section, is set forth in Exhibit C hereto. As of the effective date of this Amendment, no self-certification in any wire center set forth in the Initial Wire Center List is permitted.
 - 6.9.2.6 Transition Period Pricing. From From March 11, 2005 through the completion of the Transition Period, BellSouth shall charge a rate for Cbeyond's Embedded Base and Embedded Base Dark Fiber Entrance Facilities that shall be equal to the higher of:
 - 6.9.2.6.1 115% of the rate paid for that element on June 15, 2004; or
 - 6.9.2.6.2 115% of a new rate the Commission established, if any, between June 16, 2004 and March 11, 2005.
 - 6.9.2.6.3 These rates shall be as set forth in Exhibit B to Attachment 2 of the Agreement and this Section 6.9.2.6.
 - 6.9.2.7 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for Cbeyond's Embedded Base Entrance Facilities as set forth in this Section 6.9.2.

- 6.9.2.8 The Transition Period shall apply only to Cbeyond's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. Cbeyond shall not add new Dark Fiber Transport as described in this Section 6.9.2. Cbeyond shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.
- 6.9.2.9 Except as set forth in Section 1.14 above and Section 6.9.3 below, once a wire center exceeds either of the thresholds set forth in Section 6.9.2.4.1 above, no future Dark Fiber Transport unbundling will be required in that wire center.
- 6.9.2.10 No later than September 10, 2006 Cbeyond shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 1.8 above. Cbeyond may transition from these Dark Fiber Transport and Dark Fiber Entrance Facilities to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 1.8, such spreadsheet shall take the place of an LSR or ASR. If Cbeyond chooses to convert the Dark Fiber UNE Transport circuits and Dark Fiber Entrance Facilities to special access circuits, BellSouth will include such Dark Fiber UNE Transport circuits and Dark Fiber UNE Entrance Facilities once converted within Cbeyond's total special access circuits and apply any discounts to which Cbeyond is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities.
- 6.9.2.11 If Cbeyond submits the spreadsheets specified in Section 6.9.2.10 for all its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.
- 6.9.2.12 If Cbeyond fails to submit the spreadsheet(s) for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities prior to September 10, 2006, BellSouth will identify Cbeyond's remaining Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 6.9.2.13 For Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities converted or transitioned, the applicable recurring tariff

charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to Cbeyond's customers' service.

6.9.3 Dark Fiber Transport in Wire Centers that Meet the TRRO Non-Impaired Criteria in the Future

- 6.9.3.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 6.9.2.4.1 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".
- 6.9.3.2 Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.14 above.
- 6.9.3.3 For purposes of Section 6.9.3, BellSouth shall make available Dark Fiber Transport that was in service for Cbeyond in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) calendar day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until two hundred and seventy (270) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 6.9.3.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.
- 6.9.3.5 The rates that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period. The rates shall equal the rate paid for that element at the time of the CNL posting, plus 15%.
- 6.9.3.6 No later than two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List Cbeyond shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section 1.8, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base. If a Cbeyond chooses to convert the Dark Fiber Transport to special access circuits, BellSouth will include such Dark Fiber Transport once converted within Cbeyond's

total special access circuits and apply any discounts to which Cbeyond is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

6.9.3.7 If Cbeyond submits the spreadsheet(s) for its Subsequent Embedded Base within two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges are applicable.

6.9.3.8 If Cbeyond fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base within two hundred and seventy (270) calendar days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify Cbeyond's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

6.9.3.9 For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to Cbeyond's customers' service.

7. Automatic Location Identification/Data Management System

7.1 911 and E911 Databases

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

7.1.2 The ALI/DMS Database contains customer information (including name, address, telephone information, and sometimes special information from the local service provider or customer) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. Cbeyond will be required to provide BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 7.2.1 below. Cbeyond shall also be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 service to its customer.

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

7.2 Technical Requirements

7.2.1 BellSouth's 911 database vendor shall provide Cbeyond the capability of providing updates to the ALI/DMS database through a specified electronic interface. Cbeyond shall contact BellSouth's 911 database vendor directly to request interface. Cbeyond shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of Cbeyond and BellSouth shall not be liable for the transactions between Cbeyond and BellSouth's 911 database vendor.

7.2.2 It is Cbeyond's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.

7.3 Cbeyond shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth Interconnection Web site at <http://www.interconnection.bellsouth.com/guides>.

7.4 Stranded Unlocks are defined as customer records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to Cbeyond, as a new provider of local service to the customer. Stranded Unlocks are those customer records that have been "unlocked" by the previous local exchange carrier that provided service to the customer and are open for Cbeyond to assume responsibility for such records.

7.5 Based upon customer record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to Cbeyond that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. Cbeyond shall review the Stranded Unlock report, identify its customer records and request to either delete such records or migrate the records to Cbeyond within two (2) months following the date of the Stranded Unlock report provided by BellSouth. Cbeyond shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of Cbeyond's records.

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

8.1 Upon request by Cbeyond to negotiate rates, terms and conditions for local switching, BellSouth shall make available to Cbeyond its Toll Free Number

Database and Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service, consistent with the Act and applicable FCC and Commission rules and Orders, upon request by Cbeyond, and pursuant to the terms and conditions subsequently negotiated and/or arbitrated in accordance with the change of law process set forth in Section 16 of the General Terms and Conditions.

9. Line Information Database

9.1 Upon request by Cbeyond to negotiate rates, terms and conditions for local switching, BellSouth shall make available to Cbeyond its Line Information Database, consistent with the Act and applicable FCC and Commission rules and Orders, upon request by Cbeyond, and pursuant to the terms and conditions subsequently negotiated and/or arbitrated in accordance with the change of law process set forth in Section 16 of the General Terms and Conditions.

10. SS7

10.1 Upon request by Cbeyond to negotiate rates, terms and conditions for local switching, BellSouth shall make available to Cbeyond its SS7, consistent with the Act and applicable FCC and Commission rules and Orders, upon request by Cbeyond, and pursuant to the terms and conditions subsequently negotiated and/or arbitrated in accordance with the change of law process set forth in Section 16 of the General Terms and Conditions.

11. Local Number Portability Database

11.1 Upon request by Cbeyond to negotiate rates, terms and conditions for local switching, BellSouth shall make available to Cbeyond its Local Number Portability Database, consistent with the Act and applicable FCC and Commission rules and Orders, upon request by Cbeyond, and pursuant to the terms and conditions subsequently negotiated and/or arbitrated in accordance with the change of law process set forth in Section 16 of the General Terms and Conditions.

12. Calling Name Database Service

12.1 Upon request by Cbeyond to negotiate rates, terms and conditions for local switching, BellSouth shall make available to Cbeyond its Calling Name Database Service, consistent with the Act and applicable FCC and Commission rules and Orders, upon request by Cbeyond, and pursuant to the terms and conditions subsequently negotiated and/or arbitrated in accordance with the change of law process set forth in Section 16 of the General Terms and Conditions.

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

13.1 Upon request by Cbeyond to negotiate rates, terms and conditions for local switching, BellSouth shall make available to Cbeyond its Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network Access, consistent with the Act and applicable FCC and Commission rules and Orders, upon request by Cbeyond, and pursuant to the terms and conditions subsequently negotiated and/or arbitrated in accordance with the change of law process set forth in Section 16 of the General Terms and Conditions.

14. Operational Support Systems

14.1 BellSouth shall provide Cbeyond with nondiscriminatory access to operations support systems on an unbundled basis, in accordance with 47 C.F.R. 51.319(g), and as set forth in Attachment 6. Operations support system functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by BellSouth's databases and information. BellSouth, as part of its duty to provide access to the pre-ordering function, shall provide Cbeyond with nondiscriminatory access to the same detailed information about the Loop that is available to BellSouth.

15. PBX Locate Service

15.1 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.

15.2 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate BellSouth 911 tandem.

15.2.1 The database capability allows Cbeyond to offer an E911 service to its PBX customers that identifies to the PSAP the physical location of the Cbeyond PBX 911 customer station telephone number for the 911 call that is placed by the customer.

15.2.2 Cbeyond may order either the database capability or the transport component as desired or Cbeyond may order both components of the service.

15.3 911 PBX Locate Database Capability. Cbeyond's customer or Cbeyond's customer's database management agent (DMA) must provide the customer PBX station telephone numbers and corresponding address and location data to BellSouth's 911 database vendor. The data will be loaded and maintained in BellSouth's ALI database.

15.3.1 Ordering, provisioning, testing and maintenance shall be provided by Cbeyond pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the BellSouth Interconnection Web site.

- 15.3.2 Cbeyond's customer, or Cbeyond's Customer DMA must provide ongoing updates to BellSouth's 911 database vendor within a commercially reasonable timeframe of all PBX station telephone number adds, moves and deletions. It will be the responsibility of Cbeyond to ensure that the Customer or DMA maintain the data pertaining to each customer's extension managed by the 911 PBX Locate Service product. Cbeyond should not submit telephone number updates for specific PBX station telephone numbers that are submitted by Cbeyond's customer, or Cbeyond's customer DMA under the terms of 911 PBX Locate product.
- 15.3.3 Cbeyond must provision all PBX station numbers in the same LATA as the E911 tandem.
- 15.3.4 Cbeyond agrees to release, indemnify, defend and hold harmless BellSouth from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by Cbeyond's Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Cbeyond or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by BellSouth in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX Locate Service hereunder, except to the extent caused by BellSouth's gross negligence or wilful misconduct. Cbeyond is responsible for assuring that its authorized customers comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to Cbeyond's Customer or DMA pursuant to these terms. Specifically, Cbeyond's Customer or DMA must keep and protect from use by any unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.
- 15.3.5 Cbeyond may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for Cbeyond's customer's telephone numbers for which it has direct management authority.
- 15.4 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires Cbeyond to order a CAMA type dedicated trunk from Cbeyond's Customer premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.
- 15.5 Except as otherwise set forth below, a minimum of two (2) Customer specific, dedicated 911 trunks are required between the Cbeyond's Customer premise and

the BellSouth 911 tandem as described in BellSouth's TR 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the BellSouth Interconnection Web site. Cbeyond is responsible for connectivity between the customer's PBX and Cbeyond's switch or POP location. Cbeyond will then order 911 trunks from their switch or POP location to the BellSouth 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a Cbeyond purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). Cbeyond is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the BellSouth 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911 call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.

- 15.6 Ordering and Provisioning. Cbeyond will submit an Access Service Request (ASR) to BellSouth to order a minimum of two (2) Customer specific 911 trunks from its switch or POP location to the BellSouth 911 tandem.
- 15.7 Testing and maintenance shall be provided by Cbeyond pursuant to the 911 PBX Locate Marketing Service description that is located on the BellSouth Interconnection Web site, at www.interconnection.bellsouth.com/products/html/e911.html.
- 15.8 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit A. Trunks and facilities for 911 PBX Locate transport component may be ordered by Cbeyond pursuant to the terms and conditions set forth in Attachment 3.

UNBUNDLED NETWORK ELEMENTS - Florida											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
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 SOMEc 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 SOMEc 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				SOMEc		3.50	0.00	3.50	0.00					
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		11.90	0.00	1.83	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			UJL, UEANL, UCL, UEF, UDF, UEO, UDL, UENTW, UJDN, 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, UDL5X, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDD3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCD1	SDASP		200.00								
ORDER MODIFICATION CHARGE															
	Order Modification Charge (OMC)						26.21	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		10.69	49.57	22.83	25.62	6.57					
	2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 2	2	UEANL	UEAL2		15.20	49.57	22.83	25.62	6.57					
	2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 3	3	UEANL	UEAL2		26.97	49.57	22.83	25.62	6.57					
	2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 1	1	UEANL	UEASL		10.69	49.57	22.83	25.62	6.57					
	2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 2	2	UEANL	UEASL		15.20	49.57	22.83	25.62	6.57					
	2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 3	3	UEANL	UEASL		26.97	49.57	22.83	25.62	6.57					
	Tag Loop at End User Premise		UEANL	URETL			6.93	0.88							
	Loop Testing - Basic 1st Half Hour		UEANL	URET1			77.09	0.00							
	Loop Testing - Basic Additional Half Hour		UEANL	URETA			33.12	33.12							
	Manual Order Coordination for UVL-SL1s (per loop)		UEANL	UEAMC			9.00	9.00							
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)		UEANL	OCOSL			23.02								

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add1	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add1	Att: 2 Exh: A								
													Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
														First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN
	Unbundled Non-Design Voice Loop - billing for BST providing make up (Engineering Information - E.1.)			UEANL	UEANM	13.49															
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO	15.78	8.94	25.52	6.57												
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN	49.57	22.83	25.52	6.57												
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM	9.00	9.00														
2-WIRE UNBUNDLED COPPER LOOP																					
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	7.69	44.98	20.90	24.88	6.45											
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	10.82	44.98	20.90	24.88	6.45											
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	19.38	44.98	20.90	24.88	6.45											
	Tag Loop at End User Premise			UEQ	URETL		8.93	0.88													
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		48.65	0.00													
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		23.95	23.95													
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00	9.00													
	Unbundled Copper Loop - Non-Design - billing for BST providing make-up (Engineering Information - E.1.)			UEQ	UEQMU		13.48														
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.27	7.43	24.88	6.45											
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		44.98	20.90	24.88	6.45											
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		9.00	9.00													
UNBUNDLED EXCHANGE ACCESS LOOP																					
2-WIRE ANALOG VOICE GRADE LOOP																					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	12.24	135.75	82.47	63.53	12.01											
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17.40	135.75	82.47	63.53	12.01											
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	30.87	135.75	82.47	63.53	12.01											
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	12.24	135.75	82.47	63.53	12.01											
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.40	135.75	82.47	63.53	12.01											
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	30.87	135.75	82.47	63.53	12.01											
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES1		8.98	8.98													
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES1		8.98	8.98													
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.71	36.35													
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.21	1.10													
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		135.75	82.47													
	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	18.89	167.86	115.15	67.08	15.56											
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	26.84	167.86	115.15	67.08	15.56											
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	47.62	167.86	115.15	67.08	15.56											
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES1		8.98	8.98													
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES1		8.98	8.98													
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.71	36.35													
2-WIRE ISDN DIGITAL GRADE LOOP																					
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.28	147.69	94.41	62.23	10.71											
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	27.40	147.69	94.41	62.23	10.71											
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	46.62	147.69	94.41	62.23	10.71											
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.61	44.15													
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																					
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	8.30	149.53	103.65	75.05	15.63											

UNBUNDLED NETWORK ELEMENTS - Florida

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-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
									Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates(\$)				
										First	Add'l	First				Add'l	SOMECC	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.80	149.53	103.85	75.05	15.63										
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	20.94	149.53	103.85	75.05	15.63										
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	8.30	124.83	71.12	60.64	9.12										
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	11.80	124.83	71.12	60.64	9.12										
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	20.94	124.83	71.12	60.64	9.12										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		86.19	40.39												
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																				
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.22	159.09	113.41	75.05	15.63										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.26	159.09	113.41	75.05	15.63										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.21	159.09	113.41	75.05	15.63										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.22	134.40	80.69	60.64	9.12										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.26	134.40	80.69	60.64	9.12										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	19.21	134.40	80.69	60.64	9.12										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.12	40.39												
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																				
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	10.86	193.31	138.98	77.15	12.61										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.44	193.31	138.98	77.15	12.61										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	27.39	193.31	138.98	77.15	12.61										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10.86	168.62	115.47	62.74	11.22										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.44	168.62	115.47	62.74	11.22										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	27.39	168.62	115.47	62.74	11.22										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.12	40.39												
4-WIRE DS1 DIGITAL LOOP																				
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	70.74	313.75	181.48	61.22	13.53										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	100.54	313.75	181.48	61.22	13.53										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	178.39	313.75	181.48	61.22	13.53										
	Switch-As-is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES		8.98	8.98												
	Switch-As-is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		8.98	8.98												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		101.07	43.04												
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																				
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	22.20	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	31.56	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	55.99	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	22.20	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	31.56	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	55.99	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	22.20	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	31.56	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	55.99	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	22.20	161.56	108.85	67.08	15.56										
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	31.56	161.56	108.85	67.08	15.56										

UNBUNDLED NETWORK ELEMENTS - Florida											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	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	55.99	161.56	108.85	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR. (per DS0)			UDL	URES		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet. (per DS0)			UDL	URES		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		102.11	49.74								
2-WIRE UNBUNDLED COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	8.30	148.50	102.82	75.05	15.63						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.80	148.50	102.82	75.05	15.63						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	20.94	148.50	102.82	75.05	15.63						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	8.30	123.81	70.09	60.64	9.12						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.80	123.81	70.09	60.64	9.12						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	20.94	123.81	70.09	60.64	9.12						
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		97.21	42.47								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UCLMC		9.00	9.00								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	11.83	177.87	132.76	77.15	17.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	16.81	177.87	132.76	77.15	17.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	29.82	177.87	132.76	77.15	17.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	11.83	153.18	100.03	62.74	11.22						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	16.81	153.18	100.03	62.74	11.22						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	29.82	153.18	100.03	62.74	11.22						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		97.21	42.47								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		23.02									
Rearrangements																
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.71	36.35								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.71	36.35								
	EEL to UNE-L Retermination, per 2 Wire TSDN Loop			UDN	UREEL		91.61	44.15								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.11	49.74								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		101.07	43.04								
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	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.40	135.75	82.47	63.53	12.01						

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A					
						Rec	Nonrecurring		Nonrecurring Disconnect				SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
							First	Add'l	First	Add'l								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	30.87	135.75	82.47	63.53	12.01								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	12.24	135.75	82.47	63.53	12.01								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.40	135.75	82.47	63.53	12.01								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	30.87	135.75	82.47	63.53	12.01								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR. (per DS0)			NTCVG	URESJ		8.98	8.98										
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet. (per DS0)			NTCVG	URESJ		8.98	8.98										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.71	36.35										
	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	18.89	167.86	115.15	67.08	15.56								
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	26.84	167.86	115.15	67.08	15.56								
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	47.62	167.86	115.15	67.08	15.56								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR. (per DS0)			NTCVG	URESJ		8.98	8.98										
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet. (per DS0)			NTCVG	URESJ		8.98	8.98										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.71	36.35										
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING																	
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	70.74	313.75	181.48	61.22	13.53								
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	100.54	313.75	181.48	61.22	13.53								
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	178.38	313.75	181.48	61.22	13.53								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR. (per DS1)			NTCD1	URESJ		8.98	8.98										
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet. (per DS1)			NTCD1	URESJ		8.98	8.98										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		101.07	43.04										
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING																	
	3 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	22.20	161.56	108.85	67.08	15.56								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	31.56	161.56	108.85	67.08	15.56								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	55.99	161.56	108.85	67.08	15.56								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	22.20	161.56	108.85	67.08	15.56								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	31.56	161.56	108.85	67.08	15.56								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	55.99	161.56	108.85	67.08	15.56								
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	22.20	161.56	108.85	67.08	15.56								
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	31.56	161.56	108.85	67.08	15.56								
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	55.99	161.56	108.85	67.08	15.56								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	22.20	161.56	108.85	67.08	15.56								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	31.56	161.56	108.85	67.08	15.56								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	55.99	161.56	108.85	67.08	15.56								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	22.20	161.56	108.85	67.08	15.56								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	31.56	161.56	108.85	67.08	15.56								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	55.99	161.56	108.85	67.08	15.56								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	22.20	161.56	108.85	67.08	15.56								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	31.56	161.56	108.85	67.08	15.56								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	55.99	161.56	108.85	67.08	15.56								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR. (per DS0)			NTCUD	URESJ		8.98	8.98										
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet. (per DS0)			NTCUD	URESJ		8.98	8.98										
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		102.11	49.74										
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		23.02											
MAINTENANCE OF SERVICE																		

UNBUNDLED NETWORK ELEMENTS - Florida											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
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, 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, NTCDD1, 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, NTCDD1, 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, ULS, 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, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT	10.52	10.52								
SUB-LOOPS															
Sub-Loop Distribution															
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA	487.23									
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB	6.25									
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC	169.25									
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD	38.65									

UNBUNDLED NETWORK ELEMENTS - Florida

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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	SOMECC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.46	60.19	21.78	47.50	5.26												
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.18	60.19	21.78	47.50	5.26												
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	16.29	60.19	21.78	47.50	5.26												
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00														
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.37	68.83	30.42	49.71	6.60												
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	10.47	68.83	30.42	49.71	6.60												
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18.58	68.83	30.42	49.71	6.60												
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00														
	Sub-Loop 2-Wire Intra-Building Network Cable (INC)			UEANL	USBR2	3.96	51.84	13.44	47.50	5.26												
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00														
	Sub-Loop 4-Wire Intra-Building Network Cable (INC)			UEANL	USBR4	9.37	55.91	17.51	49.71	6.60												
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00														
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		77.09	0.00														
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		33.12	33.12														
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	5.15	60.19	21.78	47.50	5.26												
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	7.31	60.19	21.78	47.50	5.26												
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	12.98	60.19	21.78	47.50	5.26												
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00														
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	5.36	68.83	30.42	49.71	6.60												
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	7.61	68.83	30.42	49.71	6.60												
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	13.51	68.83	30.42	49.71	6.60												
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00														
	Loop 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		48.65	0.00														
	Loop Testing - Basic Additional Half Hour			UEF	URETA		23.95	23.95														
Unbundled Sub-Loop Modification																						
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		10.11	10.11														
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		10.11	10.11														
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		15.58	15.58														
Unbundled Network Terminating Wire (UNTW)																						
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.4572	16.02															
Network Interface Device (NID)																						
	Network Interface Device (NID) - 1-2 Lines			UENTW	UND12		71.49	48.87														
	Network Interface Device (NID) - 1-6 Lines			UENTW	UND16		113.89	89.07														
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		7.63	7.63														
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		7.63	7.63														
UNE OTHER, PROVISIONING ONLY - NO RATE																						
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCDD1, USL	UNECCN	0.00	0.00															
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCDD1	CCOSF		0.00	0.00														
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCDD1	CCOEF		0.00	0.00														
	NID - Dispatch and Service Order for NID Installation			UENTW	UNDBX		0.00	0.00														
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENGE		0.00	0.00														

UNBUNDLED NETWORK ELEMENTS - Florida										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	SOMAN								
LOOP MAKE-UP																								
	Loop MakeUp - Preordering Without Reservation, per working or spare facility queued (Manual)			UMK	UMKLV	52.17	52.17																	
	Loop MakeUp - Preordering With Reservation, per spare facility queued (Manual)			UMK	UMKLP	55.07	55.07																	
	Loop MakeUp-With or Without Reservation, per working or spare facility queued (Mechanized)			UMK	UMKMO	0.6784	0.6784																	
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	29.68	21.28	19.57	9.61														
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	1.134	29.68	21.28	19.57	9.61														
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	10.69	49.57	22.83	25.62	6.57														
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.69	49.57	22.83	25.62	6.57														
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	15.20	49.57	22.83	25.62	6.57														
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	15.20	49.57	22.83	25.62	6.57														
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	26.97	49.57	22.83	25.62	6.57														
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	26.97	49.57	22.83	25.62	6.57														
PHYSICAL COLLOCATION																								
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0276	8.22	7.22	5.74	4.58														
VIRTUAL COLLOCATION																								
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0502	11.57	11.57	0.00	0.00														
UNBUNDLED DEDICATED TRANSPORT																								
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																								
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0091																		
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	25.32	47.35	31.78	18.31	7.03														
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0091																		
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0091																		
	Interoffice Channel - 4-Wire Voice Grade - Facility Termination			U1TVX	U1TV4	22.58	47.35	31.78	18.31	7.03														
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0091																		
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	18.44	47.35	31.78	18.31	7.03														
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0091																		
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	18.44	47.35	31.78	18.31	7.03														
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.1856																		
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	88.44	105.54	98.47	21.47	19.05														
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	3.87																		
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	1,071.00	335.48	219.28	72.03	70.56														
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	3.87																		
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	1,056.00	335.48	219.28	72.03	70.56														
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	25.85																		
	Dark Fiber - Interoffice Transport Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF_UDFCX	UDF14		751.34	193.88																
HIGH CAPACITY UNBUNDLED LOCAL LOOP																								
DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																								
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	10.92																		
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	386.88	556.37	343.01	139.13	96.84														
	STS-1 Unbundled Local Loop - per mile			UDLSX	1L5ND	10.92																		
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	426.60	556.37	343.01	139.13	96.84														
ENHANCED EXTENDED LINK (EELS)																								
Network Elements Used in Combinations																								

UNBUNDLED NETWORK ELEMENTS - Florida

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						
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)						
							First	Add'l	First							Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	48.00	6.31												
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	48.00	6.31												
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	48.00	6.31												
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	48.00	6.31												
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	48.00	6.31												
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	48.00	6.31												
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.28	127.59	60.54	48.00	6.31												
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	27.40	127.59	60.54	48.00	6.31												
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	48.62	127.59	60.54	48.00	6.31												
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	48.00	6.31												
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	48.00	6.31												
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	48.00	6.31												
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	48.00	6.31												
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	48.00	6.31												
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	48.00	6.31												
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45												
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45												
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45												
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	10.82																
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	386.86	244.42	154.73	67.10	26.27												
	STS-1 Local Loop in combination - per mile			UNC5X	1L5ND	10.82																
	STS-1 Local Loop in combination - Facility Termination			UNC5X	UDL51	426.60	244.42	154.73	67.10	26.27												
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0091																
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	25.32	94.70	52.59	45.28	18.03												
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0091																
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	22.58	94.70	52.59	45.28	18.03												
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0091																
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	18.44	94.70	52.59	45.28	18.03												
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0091																
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	18.44	94.70	52.59	45.28	18.03												
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.1855																
	Interoffice Channel in combination - DS1 - Facility Termination			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95												
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	3.87																
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	1,071.00	320.00	138.20	38.60	18.81												
	Interoffice Channel in combination - STS-1 - per mile			UNC5X	1L5XX	3.67																
	Interoffice Channel in combination - STS-1 Facility Termination			UNC5X	U1TFS	1,056.00	320.00	138.20	38.60	18.81												
ADDITIONAL NETWORK ELEMENTS																						
Optional Features & Functions:																						
	Clear Channel Capability Extended Frame Option - per DS1		1		U1TD1, ULDD1,UNC1X	CCOEF		0.00														
	Clear Channel Capability Super Frame Option - per DS1		1		U1TD1, ULDD1,UNC1X	CCOSF		0.00														
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1		1		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.92	23.82	2.07	0.80											
	C-bit Parity Option - Subsequent Activity - per DS3		1		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.09	7.67	0.773	0.00											
	DS1/DS0 Channel System				UNC1X	MO1		146.77	57.28	14.74	1.50	1.34										
	DS3/DS1 Channel System				UNC3X, UNC5X	MO3		211.19	115.60	56.54	12.16	4.26										
	Voice Grade COCI in combination				UNCVX	1D1VG		1.38	6.71	4.84	0.00											
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop				UEA	1D1VG		1.38	6.71	4.84	0.00	0.00										
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation				U1TUC	1D1VG		1.38	6.71	4.84	0.00	0.00										
	OCU-DP COCI (2.4-64kbs) in combination				UNCDX	1D1DD		2.10	6.71	4.84	0.00	0.00										
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop				UDL	1D1DD		2.10	6.71	4.84	0.00	0.00										
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation				U1TUD	1D1DD		2.10	6.71	4.84	0.00	0.00										
	2-wire ISDN COCI (BRITE) in combination				UNCNX	UC1CA		3.66	6.71	4.84	0.00	0.00										
	2-wire ISDN COCI (BRITE) - for a Local Loop				UDN	UC1CA		3.66	6.71	4.84	0.00	0.00										

UNBUNDLED NETWORK ELEMENTS - Florida

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	Ad'l	First	Ad'l							SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.66	6.71	4.84	0.00	0.00												
	DS1 COCI in combination			UNC1X	UC1D1	13.76	6.71	4.84	0.00	0.00												
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	13.76	6.71	4.84	0.00	0.00												
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	13.76	6.71	4.84	0.00	0.00												
	DS1 COCI - for DS1 Local Loop			USL NTC01	UC1D1	13.76	6.71	4.84	0.00	0.00												
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	13.76	6.71	4.84	0.00	0.00												
	Wholesale - UNE Switch-As-Is Conversion Charge			UNCVX, UNC0X, UNC1X, UNC3X, UNC5X, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		8.98	8.98														
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESJ		8.98	8.98														
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES P		8.98	8.98														
Access to DCS - Customer Reconfiguration (FlexServ)																						
	Customer Reconfiguration Establishment						1.63	1.63														
	DS1 DCS Termination with DS0 Switching					27.39	32.89	23.58	16.96	12.77												
	DS1 DCS Termination with DS1 Switching					11.70	25.07	15.76	13.05	8.96												
	DS3 DCS Termination with DS1 Switching					146.61	32.89	23.58	16.96	12.77												
Node (SynchroNet)																						
	Node per month			UNC0X	UNCNT	16.35																
Service Rearrangements																						
	NRC - Change in Facility Assignment per circuit Service Rearrangement			U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNC0X, UNC1X	URETD		101.07	43.04														
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)			U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNC0X, UNC1X	URETB		3.67	3.67														
	NRC - Order Coordination Specific Time - Dedicated Transport			UNC1X, UNC3X	OCOSR		18.90	18.90														
COMMINGLING																						
	Commingling Authorization			UNCVX, UNC0X, UNC1X, UNC3X, UNC5X, 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	1.38	6.71	4.84	0.00	0.00												
	Commingled Digital COCI			XDV6X	1D1DD	2.10	6.71	4.84	0.00	0.00												
	Commingled ISDN COCI			XDD4X	UC1CA	3.66	6.71	4.84	0.00	0.00												
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	25.32	94.70	52.59	45.28	18.03												
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	22.58	94.70	52.59	45.28	18.03												
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	18.44	94.70	52.59	45.28	18.03												
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	18.44	94.70	52.59	45.28	18.03												
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.0091																
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	12.24	127.59	60.54	48.00	6.31												
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	17.40	127.59	60.54	48.00	6.31												
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	30.87	127.59	60.54	48.00	6.31												
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	18.89	127.59	60.54	48.00	6.31												

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 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
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First			Nonrecurring Disconnect Add'l	SOME C			
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	81.35										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	115.62										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	205.15										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	101.71										
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	12.56										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	444.91										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.45										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	1231.65										
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
	STS-1 Local Loop in combination - per mile per month			UNC5X	1L5ND	12.56										
	STS-1 Local Loop in combination - Facility Termination per month			UNC5X	UDLS1	490.59										
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNC5X	1L5XX	4.45										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNC5X	U1TFS	1214.40										

				December 2004 Data with FBC count as of Dec 5			
State	Wire Center	Total Business Lines	Number of FB Collocators if 3 or Greater	Interoffice Transport		High Capacity Loops	
				Tier 1	Tier 2	No Impairment for DS3	No Impairment for DS1
FL	BCRTFLBT	26,601	-		X		
FL	BCRTFLMA	40,746	5	X		X	
FL	GOCOFLMA	18,097	4	X			
FL	DRBHFLMA	24,695	1		X		
FL	DYBHFLMA	32,282	7	X			
FL	FTLDFLCY	31,487	4	X			
FL	FTLDFLJA	29,209	5	X			
FL	FTLDFLMP	55,881	8	X		X	
FL	FTLDFLQA	23,008	5	X			
FL	FTLDFLPI	28,480	5	X			
FL	GSVFLMA	55,681	4	X		X	
FL	HLWDFLRE	37,415	4	X			
FL	HLWDFLWH	34,022	-		X		
FL	JCVLFLGL	42,452	6	X		X	
FL	JCVLFLSJ	24,088	3		X		
FL	JCVLFLSM	17,920	5	X			
FL	MIAMFLAE	41,912	5	X		X	
FL	MIAMFLBR	24,482	-		X		
FL	MIAMFLCA	22,645	3		X		
FL	MIAMFLGR	68,580	11	X		X	X
FL	MIAMFLHL	48,023	5	X		X	
FL	MIAMFLPB	24,380	4	X			
FL	MIAMFLPI	86,923	5	X		X	X
FL	MIAMFLRH	24,740	3		X		
FL	MIAMFLSO	23,802	3		X		
FL	MIAMFLWM	23,310	4	X			
FL	MLBFLMA	32,547	4	X			
FL	MNDRELO	20,180	3		X		
FL	NDADFLGG	18,238	5	X			
FL	ORLDFLAP	31,234	3		X		
FL	ORLDFLGL	20,628	5	X			
FL	ORLDFLMA	57,066	10	X		X	
FL	ORLDFLRQ	43,792	6	X		X	
FL	ORLDFLRPH	33,148	4	X			
FL	ORLDFLSA	26,126	8	X			
FL	RMBHFLRE	25,909	4	X			
FL	RMBHFLMA	53,993	4	X			
FL	RNSCFLBI	28,685	4	X			
FL	RNSCFLBP	20,583	-		X		

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Attachment 2
 Exhibit C
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FL	PRRNELMA	37,969	3		X		
FL	STATFLMA	25,577	-		X		
FL	WPBHFLAN	33,521	4	X			
FL	WPBHFLGA	24,885	-		X		
FL	WPBHFLGR	26,527	3		X		
FL	WPBHFLHH	36,053	3		X		
FL	WPBHFLLE	13,622	3		X		

Attachment 3
Network Interconnection

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Supergroup Architecture	Exhibit E

NETWORK INTERCONNECTION

1. GENERAL

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

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

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

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

- 2.9 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 2.10 **Enhanced 911 Service** provides features not present in Basic 911 Service, including ANI and ALI display, Selective Routing (SR).
- 2.11 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.
- 2.12 **Final Trunk Group** is defined as the trunk group that does not carry overflow traffic.
- 2.13 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and Cbeyond.
- 2.14 **SP-bound Traffic** is as defined in Section 7 of this Attachment.
- 2.15 IP's **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP
- 2.16 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center where the IP is not located in the designated Serving Wire Center
- 2.17 **Local Traffic** is as defined in Section 8 of this Attachment.
- 2.18 **Public Safety Answering Point (PSAP)** is the answering location for 911 calls.
- 2.19 **Reciprocal Trunk Group** is defined as a one-way trunk group carrying BellSouth originated traffic to be terminated by Cbeyond.
- 2.20 **Selective Routing (SR)** is a standard feature that routes an E911 call from the tandem to the designated PSAP based upon the address of the ANI of the calling party.
- 2.21 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 2.22 **Transit Traffic** is traffic originating on one Party's network that is switched and/or transported by the other Party and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by one Party and delivered to the other Party's network.

3. NETWORK INTERCONNECTION

- 3.1 This Attachment pertains only to the provision of network interconnection where Cbeyond owns, leases from a third party or otherwise provides its own switch (es).
- 3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request (BFR) process set out in this Agreement.
- 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic.
- 3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming, however, Cbeyond may re-groom and augment such IPs. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, in accordance with the terms and conditions set forth in this Attachment, Cbeyond may designate an IP in the LATA for the delivery of its originated Local Traffic and ISP-bound Traffic and BellSouth will designate a BellSouth access tandem within the LATA as the IP for its originated Local Traffic and ISP-bound Traffic. BellSouth will not request the establishment of an IP where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available.
- 3.2.3 Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Unless mutually agreed otherwise or direct end office trunking has been installed in accordance with Section 4.9.3.4.1. of this Attachment 3, an additional IP must be established if the following criteria are met: (1) the traffic between Cbeyond and BellSouth at the proposed additional IP must exceed a DS3, or 8.9 million minutes of Local Traffic and ISP-Bound Traffic, per month for three consecutive months; and (2) any end office to be designated as an IP must be more than 20 miles from an existing IP. BellSouth will not request the establishment of an IP where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available.
- 3.3 **Interconnection via Dedicated Facilities**

With the exception of Transit Traffic, the Parties shall institute a “bill and keep” compensation plan under which neither Party will charge the other Party recurring and nonrecurring charges for trunks (one-way or two-way), trunk ports and associated dedicated facilities for the exchange of Local Traffic (non-transit) and ISP-bound Traffic (non-transit), and 911 traffic. The appropriate rate elements that are subject to this “bill and keep” compensation plan are set forth in Exhibit A to this Attachment. Each Party has the obligation to install and maintain the appropriate trunks, trunk ports and associated facilities on its respective side of the IP and is responsible for bearing its costs for such trunks, trunk ports and associated facilities on its side of the IP. Both Parties, as appropriate, shall be compensated for the ordering of trunks, trunk ports and facilities used exclusively for transit traffic and for ancillary traffic types including, but not limited to OS/DA. The Parties agree that charges for such trunks, trunk ports and facilities are as set forth in Exhibit A to this Attachment or to the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate Party’s tariff as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.

- 3.3.1 **Local Channel Facilities.** In lieu of providing facilities on its side of the IP or as part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of Local Channel facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth’s applicable access tariff rates.
- 3.3.2 **Dedicated Interoffice Facilities.** In lieu of providing facilities on its side of the IP or as a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth’s applicable access tariff rates.
- 3.3.3 The facilities and associated components as set forth in Exhibit A of this Attachment purchased pursuant to this Section 3 shall be ordered via the Access Service Request (ASR) process. The terms, conditions and rates for ordering charges (i.e., expedite, cancellation, and order modification charges) are as set forth in the BellSouth FCC Tariff No. 1. To the extent that BellSouth requests

that Cbeyond submit an ASR for an augmentation to the facilities purchased by Cbeyond from BellSouth but utilized for BellSouth's originated traffic, the Parties will work in good faith and make best efforts to ensure that the ASR submitted for such augmentations does not require expedition, cancellation or modification and in the event that Cbeyond incurs ordering charges, BellSouth and Cbeyond shall work cooperatively to determine which Party caused the incurrence of such charges and that Party shall be responsible for such charges.

3.4 **Fiber Meet**

3.4.1 Notwithstanding Section 3.2.1, 3.2.2, and 3.2.3 above, if Cbeyond elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, Cbeyond and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Cbeyond's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.

3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.

3.4.3 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the Cbeyond Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification (CLLI) code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.

3.4.4 Upon verbal request by Cbeyond, BellSouth shall allow Cbeyond access to the fusion splice point for the Fiber Meet point for maintenance purposes on Cbeyond's side of the Fiber Meet point.

3.4.5 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic. All other appropriate charges will apply. Cbeyond shall be billed for a mixed use of the Local Channel using the actual traffic Cbeyond elects to transmit over the facility and the rates from this Agreement and the appropriate tariff(s). Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

4. **INTERCONNECTION TRUNK GROUP ARCHITECTURES**

- 4.1 BellSouth and Cbeyond shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating customer and in accordance with the LERG.
- 4.2 Cbeyond shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Cbeyond's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Cbeyond desires to deliver Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which Cbeyond has established interconnection trunk groups, Cbeyond shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.
- 4.2.1 Notwithstanding the forgoing, Cbeyond shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Cbeyond has homed (i.e. assigned) its NPA/NXXs. Cbeyond shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. Cbeyond shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.
- 4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on Cbeyond's NXX access tandem homing arrangement as specified by Cbeyond in the LERG.
- 4.4 Any Cbeyond interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to Cbeyond from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require Cbeyond to submit a BFR/NBR via the BFR/NBR Process as set forth in this Agreement.
- 4.5 This section intentionally left blank.
- 4.6 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
- 4.7 In cases where Cbeyond is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.8 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free

ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Carrier Interconnection Switching Center (CISC) Project Management Group and Cbeyond's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 96 trunks on a single or multiple group(s) in a given BellSouth local calling area.

4.9 **Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic**

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

4.9.1 **BellSouth Access Tandem Interconnection**

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

4.9.1.1 **Basic Architecture**

In the basic architecture, Cbeyond's originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Cbeyond and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Cbeyond and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Cbeyond desires to exchange traffic. This trunk group also carries Cbeyond originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to

Cbeyond. Other trunk groups for operator services, directory assistance, and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

4.9.1.2 **One-Way Trunk Group Architecture**

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

4.9.1.3 **Two-Way Trunk Group Architecture**

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

intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.9.1.4 **Supergroup Architecture**

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

4.9.1.5 **Multiple Tandem Access Interconnection**

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

- 4.9.1.5.2 Cbeyond may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched access traffic originated by or terminated to Cbeyond will be delivered to and from IXCs based on Cbeyond's NXX access tandem homing arrangement as specified by Cbeyond in the LERG.
- 4.9.1.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.
- 4.9.1.5.4 To the extent Cbeyond does not purchase MTA in a LATA served by multiple access tandems, Cbeyond must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent Cbeyond routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, Cbeyond shall pay BellSouth the associated MTA charges.
- 4.9.2 **Local Tandem Interconnection**
- 4.9.2.1 Local Tandem Interconnection arrangement allows Cbeyond to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Cbeyond-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.
- 4.9.2.2 When a specified local calling area is served by more than one BellSouth local tandem, Cbeyond must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Cbeyond may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. Cbeyond may deliver Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Cbeyond does not choose to establish an interconnection trunk group(s). It is Cbeyond's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Cbeyond's codes. Likewise, Cbeyond shall obtain its routing information from the LERG.
- 4.9.2.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, Cbeyond must also establish an interconnection trunk group(s) to

BellSouth access tandems within the LATA on which Cbeyond has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem, except as permitted by BellSouth's tariff. SWA Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff).

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

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

4.9.3.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

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

4.9.3.3 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Cbeyond and BellSouth.

4.9.3.3.1 Traffic Volume -To the extent either Party has the capability to measure the amount of traffic between Cbeyond's switch and a BellSouth end office and where such traffic exceeds a single DS3 of traffic per month for three consecutive months, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds a single DS3 of traffic per month for three consecutive months. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

4.9.3.3.2 Mutual Agreement - The Parties may install or augment direct end office trunking upon mutual agreement in the absence of conditions 4.9.3.2.1 or 4.9.3.2.2 above.

4.9.4 **Transit Traffic Trunk Group**

Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by Cbeyond to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.

4.9.4.1 **Toll Free Traffic**

4.9.4.1.1 If Cbeyond chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all Cbeyond originating Toll Free traffic will be routed over the Transit Traffic Trunk Group or other trunk group as agreed by the Parties and shall be delivered using the industry standard format. The appropriate carrier code and other industry standard information shall be provided for such calls.

4.9.4.1.2 Cbeyond may choose to perform its own Toll Free database queries from its switch. In such cases, Cbeyond will route the post-query Toll Free call over the appropriate trunk groups.

4.9.5 All post-query Toll Free calls shall be performed by either Party using the SSP function, and shall be delivered using industry standard formats for calls destined to IXCs, and for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Where Cbeyond chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the Cbeyond switch and the BellSouth Signaling Transfer Point (STP). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the Telcordia's Technical Reference GR 905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party

provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, or to any other Party to which each Party provides local interconnection.

- 5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion. The Parties commit to use commercially reasonable efforts to prevent blocking of traffic due to congestion including, but not limited to, expediting trunk augment orders in a blocking situation in accordance with the terms of this Attachment.
- 5.5 SS7 Signaling. Both Parties will utilize SS7 Signaling, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All SS7 signaling parameters will be provided, including but not limited to calling party number (CPN), originating line information (OLI), calling company category and, where applicable, charge number. All privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges.
- 5.5.1 Notwithstanding the foregoing, for purposes of accessing call related databases, nothing herein shall obligate or otherwise require BellSouth to send originating SS7 messages or call-related database queries to Cbeyond's or any other third-party's call-related database(s), leased or owned, unless otherwise agreed to by the Parties under a separate agreement.
- 5.6 Signaling Call Information. BellSouth and Cbeyond will send and receive 10 digits for Local Traffic. Additionally, BellSouth and Cbeyond will exchange the proper call information, e.g. CIC and OZZ, including all proper translations for routing between networks and any information necessary for billing.
- 5.7 **Forecasting for Trunk Provisioning**
- 5.7.1 Where interconnection arrangements are not already established between the Parties, within six (6) months after execution of this Agreement, Cbeyond shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth's region. Upon receipt of Cbeyond's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.

- 5.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Cbeyond-to-BellSouth one-way trunks (Cbeyond Trunks), BellSouth-to-Cbeyond one-way trunks (Reciprocal Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop Reciprocal Trunk Groups and/or two-way interconnection trunk forecast quantities.
- 5.7.1.2 All forecasts shall include, at a minimum, the Parties' Access Carrier Terminal Location (ACTL), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Cbeyond location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).
- 5.7.2 Once initial interconnection trunk forecasts have been developed, Cbeyond shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. Cbeyond shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 5.7.1.1.
- 5.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Where trunk terminations and facility capacity is exhausted at a BellSouth tandem, BellSouth shall provide MTA at no additional charge to Cbeyond until such time as the tandem exhaust is relieved. At such time as tandem exhaust is relieved, the parties will negotiate an appropriate transition plan. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

5.8 **Trunk Utilization**

- 5.8.1 For the Reciprocal Trunk Groups that are Final Trunk Groups (Reciprocal Final Trunk Groups), BellSouth and Cbeyond shall monitor traffic on each interconnection Reciprocal Final Trunk Group that is ordered and installed. The Parties agree that the Reciprocal Final Trunk Groups will be utilized at 65 percent (65%) of the time consistent busy hour utilization level within 180 days of installation. The Parties agree that the Reciprocal Final Trunk Groups will be

utilized at eighty percent (80%) of the time consistent busy hour utilization level within 365 days of installation. Any Reciprocal Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. Subject to Section 5.8.1.1 below, BellSouth may disconnect any Under-utilized Reciprocal Final Trunk Groups and Cbeyond shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

5.8.1.1 BellSouth will notify Cbeyond of any under-utilized Reciprocal Final Trunk Groups and the number of such trunk groups that the BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Cbeyond interface. Cbeyond will provide concurrence with the disconnection in thirty (30) business days or will provide specific information supporting why the trunks should not be disconnected. Failure to respond in such timeframe shall be construed as concurrence of Cbeyond. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Cbeyond expects to need such trunks. The Parties will discuss the information to determine if agreement can be reached on the number of Reciprocal Final Trunk Groups to be removed. If no agreement can be reached, the dispute shall be resolved in accordance with the dispute resolution process as set forth in this the General Terms and Conditions of this Agreement. No trunks shall be disconnected by either Party unless mutually agreed.

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

5.8.3 For the two-way trunk groups, BellSouth and Cbeyond shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 180 days of the installation of the BellSouth two-way trunk or trunks, the trunks will be utilized at sixty - five percent (65%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. Either Party may request the disconnection of any Under-utilized two-way trunk(s).

5.8.3.1 BellSouth's CISC will notify Cbeyond of any under-utilized two-way trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Cbeyond interface. Cbeyond will provide concurrence with the disconnection in thirty (30) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local

Number Portability) and the timeframes within which Cbeyond expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager and Cbeyond will by mutual agreement determine the number of trunks to be removed.

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

6. LOCAL DIALING PARITY

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

7. INTERFERENCE OR IMPAIRMENT

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

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

- 7.1.2 BellSouth will use commercially reasonable efforts to provide Cbeyond with at least thirty (30) days advance notification of scheduled maintenance activity. Upon such notice, Cbeyond may submit a reasonable request for additional information relevant to the scheduled maintenance activity and BellSouth shall provide such information to the extent the scheduled maintenance activity may impact Cbeyond and such information is reasonably necessary for Cbeyond to identify and analyze potential risks associated with such maintenance. BellSouth may expedite or delay scheduled maintenance as a result of unscheduled maintenance or other unforeseen events. In those instances where BellSouth will not perform scheduled maintenance at the announced times, BellSouth will make best efforts to provide Cbeyond with as much notice as is reasonably possible concerning the changed schedule.

7.1.3 For switch software/processor updates, software upgrades/new releases to the SONET transport network elements, or other major scheduled events which might impact Cbeyond, BellSouth shall use commercially reasonable efforts to provide Cbeyond with at least thirty (30) days advance notification of scheduled maintenance activity. Upon such notice, Cbeyond may submit a reasonable request for additional information relevant to the scheduled maintenance activity and BellSouth shall provide such information to the extent the scheduled maintenance activity may impact Cbeyond and such information is reasonably necessary for Cbeyond to identify and analyze potential risks associated with such maintenance.

7.1.4 BellSouth will provide Cbeyond's Network Operations Center with written notice when translations are scheduled to be modified on Cbeyond's trunk groups. BellSouth shall use commercially reasonable efforts to provide such notice 30 days in advance of such scheduled activity, or as close thereto as possible.

7.1.5 Once Cbeyond determines that there is an outage that encompasses either a particular section of the network or the whole network, then Cbeyond shall generate a trouble ticket to the CISC. After issuing the trouble ticket, Cbeyond will notify the appropriate BellSouth representative in the CISC via telephone. Cbeyond may then send an email confirmation to such BellSouth representative. BellSouth will work cooperatively with Cbeyond to determine the appropriate steps to resolve such outage Upon request from Cbeyond and as soon as such information is available to BellSouth, BellSouth will provide a status and forward looking solution for a trunk or trunk group outage not associated with a Global Outage that occurs 3 or more times on any reported trouble in a 30 day period.

A "Global Outage" is defined as an "outage" set forth in 47 CFR Section 63.100, including but not limited to trunk group outages. BellSouth will provide initial notification to Cbeyond of a Global Outage in accordance with BellSouth's Operational Understanding Guide. Subsequent to the initial notification of a Global Outage, Cbeyond may contact the CISC via normal procedures (e.g., electronic mail, phone, etc.) to request further information, including but not limited to the method used to restore service and steps taken to prevent the recurrence of the incident. BellSouth will provide such information in a written report to Cbeyond as soon as such information is available to BellSouth and no later than 30 days following the Global Outage. The aforementioned written report shall include the following information where available:

- Reporting Carrier
- Date of Incident
- Time of Incident
- Geographic Area Affected
- Types of Services Affected
- Outage Duration

- Background of the Incident
- Direct Cause
- Root Cause

8. INTERCONNECTION COMPENSATION

- 8.1 Compensation for Call Transportation and Termination for Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic
- 8.1.1 For the purposes of this Attachment and for reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that is originated by an end user of one Party and is terminated to an end user of the other Party within the same LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as defined in Section 6 of BellSouth's FCC Tariff No. 1.
- 8.1.1.1 Additionally, Local Traffic includes any cross boundary, intrastate interLATA, interstate IntraLATA, or interstate, interLATA calls established as a local call by the ruling regulatory body.
- 8.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits).
- 8.1.3 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of Local Traffic or ISP-bound Traffic.
- 8.1.4 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Sections 7.6 and 7.6.1 below and to Multiple Tandem Access as described in Section 4.10.1.5 above.
- 8.1.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.
- 8.1.6 If Cbeyond assigns NPA/NXXs to specific BellSouth rate centers, as defined in NECA FCC Tariff No. 4, within the LATA and assigns numbers from those NPA/NXXs to Cbeyond's customers physically located outside of the LATA, BellSouth's traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Cbeyond customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, Cbeyond agrees to identify such interLATA traffic to BellSouth, to the extent technically feasible, and to compensate BellSouth for originating and transporting such interLATA traffic to Cbeyond at BellSouth's switched access tariff rates.

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

8.2 **Jurisdictional Reporting**

8.2.1 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage (PLU) factor. The application of the PLU will determine the amount of local or ISP-bound minutes to be billed to the other Party. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, which is attached hereto as Exhibit F. If factors are not updated by the reporting Party then the billing Party will assume that the percentages are the same as previously provided.

8.2.1.1 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Requirements associated with PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, which is attached hereto as Exhibit F. If factors are not updated by the reporting Party then the billing Party will assume that the percentages are the same as previously provided.

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

8.2.2 Notwithstanding the provisions in Section 7.2.1, 7.2.1.2, and 7.2.1.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information may at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine

jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 30 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 7.2.4 below.

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

8.3 **Compensation for 8XX Traffic**

- 8.3.1 Compensation for 8XX Traffic. Each Party shall pay the other the appropriate switched access charges as set forth in the appropriate Party's tariff as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff. The Parties will compensate each other for the database query charge as set forth in the appropriate Party's tariff as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.

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

- 8.3.3 8XX Access Toll Free Dialing Ten Digit Screening. BellSouth's provision of 8XX Access Toll Free Dialing Ten BellSouth's 8XX Signal Channel Point (SCP). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Cbeyond shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Cbeyond desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.

8.4 **Mutual Provision of Switched Access Service**

8.4.1 Switched Access Traffic is defined as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 800/877/888), and 900 access services. Switched Access Traffic does not include Local Traffic and ISP-Bound Traffic.

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

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

8.4.4 When the originating Party delivers a call to the terminating Party over Switched Access arrangements, the originating Party will pay the terminating Party terminating switched access charges as set forth in the appropriate Party's tariff as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posting if the FCC or Commission does not require filing a tariff.

8.4.5 When one Party's end office switch, subtending the other Party's Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection to or from an interexchange carrier ("IXC") by either a direct trunk group to the IXC utilizing the other Party's facilities, or via the other Party's tandem switch, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. The Parties will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. Thirty (30) day billing periods will be employed for these arrangements. To the extent either party is providing the tandem function, that party (i.e., Initial Billing Company) agrees to provide to the other company (i.e., Subsequent Billing Company), as defined in MECAB, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date where technically feasible. Each

company will notify the other when it determines that it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change, data reporting requirements may be modified as necessary, by mutual agreement of the Parties or per a change in industry standards.

- 8.4.6 In the event that the Initial Billing Company, as defined in Section 8.4.5, has recorded the accurate switched access detailed usage data in a manner that allowed the Initial Billing Company to generate and provide such data to the Subsequent Billing Company within ninety (90) days after the recording date and where the Initial Billing Company failed to provide notice to the Subsequent Billing Company of any inability to provide such data and the Subsequent Billing Company is unable to bill and/or collect access revenues due to the Initial Billing Company's failure to provide such data within said time period, then the Initial Billing Company shall be liable to the other Company in an amount equal to the unbillable or uncollectible revenues. In the event that the Initial Billing Company provides notice to the Subsequent Billing Company of an inability to provide such data within ninety (90) days after the recording date and the Initial Billing Company was provided the switched access detailed usage data in a manner that the Initial Billing Company was able to generate and provide such data to the Subsequent Billing Company within such ninety (90) day period, the Initial Billing Company shall provide such information to the Subsequent Billing Company within a reasonable period of time after the recording date. If the Initial Billing Company fails to provide such information to the Subsequent Billing Company within such period of time and the Subsequent Billing Company is legally unable to bill access revenues due to the Initial Billing Company's failure to provide such data within said time period, then the Initial Billing Company shall be liable to the other Company in an amount equal to the unbillable or uncollectible revenues.
- 8.4.6.1 Each company will provide complete documentation to the other to substantiate any claim of such unbillable or uncollectible revenues. In the event that the Parties disagree as to the liability of the Initial Billing Company for such unbillable or uncollectible revenues, then either Company may invoke the Dispute Resolution process set forth in this Agreement.
- 8.4.7 The Initial Billing Company will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data. Initial Billing Company agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.

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

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

8.4.10 The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate Switched Access Traffic in sufficient detail to permit the Subsequent Billing Company to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Company. Each Company agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof. In the absence of mutual agreement otherwise, the Audit provisions set forth in Section 8.2.4 of this Attachment shall govern.

8.5 **Transit Traffic**

8.5.1 Each Party shall provide tandem switching and transport services for the other Party's Transit Traffic. In Florida, rates for Local Transit Traffic and ISP-Bound Transit Traffic shall be the elemental rate (i.e., tandem intermediary charge, tandem switching and common transport) as set forth in Exhibit A to this Attachment.

8.5.2 Traffic between Cbeyond and Wireless Type 1 third parties, a third party CLEC utilizing BellSouth switching (including resellers and providers utilizing Port/Loop Combination), or Wireless Type 2A carriers shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless Type 1 carrier, third party CLEC utilizing BellSouth switching (including resellers and providers utilizing Port/Loop Combination), or Wireless Type 2A carrier have the capability to properly meet point bill in accordance with MECAB guidelines. Until such time as BellSouth and such third parties have the capability to meet point bill in accordance with MECAB guidelines, traffic originated by a Wireless Type 1 third party, a third party CLEC utilizing BellSouth switching (including resellers and providers utilizing Port/Loop Combination), or a Wireless Type 2A carrier shall be treated as BellSouth-originated traffic and BellSouth shall compensate Cbeyond for transport and termination of such traffic based on the classification of such traffic as Local Traffic, ISP-Bound Traffic, or Switched Access Traffic in accordance with the terms of this Attachment.

8.5.3 Traffic between BellSouth and Wireless Type 1 third parties, a third party CLEC utilizing Cbeyond switching, or a Wireless Type 2A carrier shall not be treated as Transit Traffic from a routing or billing perspective until Cbeyond and the Wireless Type 1 carrier, third party CLEC utilizing BellSouth switching (including resellers and providers utilizing Port/Loop Combination), or Wireless Type 2A carrier have

the capability to properly meet point bill in accordance with MECAB guidelines. Until such time as Cbeyond and such third parties have the capability to meet point bill in accordance with MECAB guidelines, such traffic originated by a Wireless Type 1 third party, a third party CLEC utilizing Cbeyond switching, or a Wireless Type 2A carrier shall be treated as Cbeyond-originated traffic and Cbeyond shall compensate BellSouth for transport and termination of such traffic based on the classification of such traffic as Local Traffic, ISP-Bound Traffic or Switched Access Traffic in accordance with the terms of this Attachment.

- 8.5.4 In Florida, if the terminating third party carrier imposes on BellSouth any charges or costs associated with the termination of Transit Traffic originated by or through Cbeyond, Cbeyond shall reimburse BellSouth for all charges paid by BellSouth to the terminating third party, at a rate no greater than the rate paid by BellSouth to the third party for the type of traffic for which the third party billed BellSouth. BellSouth shall provide reasonable, nondiscriminatory and timely notice to Cbeyond, and upon request for reimbursement from Cbeyond, BellSouth shall provide Cbeyond within a reasonable period of time from such request with a copy of a "CABS like" bill, or other equivalent supporting documentation, and proof of payment. Moreover, BellSouth will provide other applicable supporting documentation, including but not limited to summary records supporting such billing, where technically feasible. After Cbeyond reimburses BellSouth for any such payments, any disputes with respect to such charges shall be between Cbeyond and the terminating third party carrier. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.
- 8.5.5 Except for as provided otherwise in this attachment, transit charges as described in this Attachment shall only be assessed on the carrier originating Transit Traffic and shall not be assessed on the terminating carrier.
- 8.5.6 Transit charges associated with the provisioning of toll free services (e.g., 800/888/877) shall be assessed upon the terminating carrier and shall not be imposed on the originating carrier.
- 8.6 Records Exchange and Misrouting of Traffic.
- 8.6.1 Misrouted Traffic.
- 8.6.2 The Parties shall route traffic to each other in a manner consistent with the Trunk Group Architectures selected by the Parties and as set forth in Section 4 of this Attachment 3, except as otherwise set forth in this Agreement (e.g., overflow) or in instances where a third party causes either Party to route traffic in a manner that is inconsistent with this Attachment.

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

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

8.7 Records Exchange

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

9. FRAME RELAY SERVICE INTERCONNECTION

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

10. ORDERING CHARGES

10.1 This section is intentionally blank.

11. BASIC 911 AND E911 INTERCONNECTION

11.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.

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

11.3 E911 Interconnection. Cbeyond shall install a minimum of two dedicated trunks originating from its Serving Wire Center and terminating to the appropriate E911 tandem. The Serving Wire Center must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part

of a digital (1.544 Mb/s) interface (DS1 facility). The configuration may use CAMA-type signaling with multifrequency (MF) pulsing or upon mutual agreement SS7 signaling to deliver ANI with the voice portion of the call. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the mu-255 Law convention. Cbeyond will be required to provide BellSouth daily updates to the E911 database. Cbeyond will be required to forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, Cbeyond will be required to route the call to a designated 7-digit or 10-digit local number residing in the appropriate Public Service Answering Point (PSAP). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. Cbeyond shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its customers.

11.4 Rates. The Parties will impose applicable charges on each other for trunks and facilities in accordance with this Attachment, and if applicable, at the rates set forth in Exhibit A.

11.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement.

12. SS7 NETWORK INTERCONNECTION

12.1 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable interoperability of CLASS features and functions except for call return. SS7 signaling parameters will be provided, including but not limited to ANI, originating line information (OLI) calling company category and charge number. Privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate SS7 based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges. Nothing herein shall obligate or otherwise require BellSouth to send SS7 messages or call-related database queries to Cbeyond's or any other third party's call-related database, unless otherwise agreed to by the Parties under a separate agreement.

12.2 Signaling Call Information. BellSouth and Cbeyond will send and receive ten (10) digits for Local Traffic. Additionally, BellSouth and Cbeyond will exchange the proper call information, (i.e., originated call company number and destination call company number, CIC, and OZZ) including all proper translations for routing between networks and any information necessary for billing.

- 12.3 SS7 Network Interconnection is the interconnection of Cbeyond LSTP switches or Cbeyond local or tandem switching systems with BellSouth STP switches, whether connected directly or through a third party hubbing vendor's STP. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, Cbeyond local or tandem switching systems, and other third party switching systems directly connected to the BellSouth SS7 network.
- 12.3.1 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and Cbeyond or other third party switching systems with A-link access to the BellSouth SS7 network.
- 12.3.2 If traffic is routed based on dialed or translated digits between a Cbeyond local switching system and a BellSouth or other third party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (i.e., Automatic Callback, Automatic Recall, and Screening List Editing) between the Cbeyond LSTP switches and BellSouth or other third party local switch.
- 12.3.3 SS7 Network Interconnection shall provide:
- 12.3.3.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
- 12.3.3.2 Signaling Link functions, as specified in ANSI T1.111.3; and
- 12.3.3.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 12.3.4 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a Cbeyond local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Cbeyond LSTPs or a third party hubbing vendor's STPs, and shall not include SCCP Subsystem Management of the destination.
- 12.3.5 SS7 Network Interconnection shall provide all functions of the ISUP as specified in ANSI T1.113.

- 12.3.6 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.
- 12.3.7 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 12.4 Interface Requirements. The following SS7 Network Interconnection interface options are available to connect Cbeyond or Cbeyond-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
- 12.4.1 A-link interface from Cbeyond local or tandem switching systems; and
- 12.4.2 B-link interface from Cbeyond STPs or a third party hubbing vendor's STPs.
- 12.4.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the signaling points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
- 12.4.4 BellSouth shall provide intraoffice diversity between the Signaling Point of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.
- 12.4.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 12.4.6 BellSouth shall set message screening parameters to accept messages from Cbeyond local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Cbeyond switching system has a valid signaling relationship.

13. RATES

- 13.1 The Parties shall institute a "bill and keep" compensation plan under which neither Party will charge the other Party recurring and nonrecurring charges as set forth in Exhibit A for CCS7 signaling messages associated with Local Traffic. The portion of CCS7 signaling messages utilized for Local Traffic, which are subject to bill and keep in accordance with this Section, shall be determined based upon the application of the applicable signaling factors set forth in BellSouth's Jurisdictional Factors Reporting Guide. The remaining portion of the CCS7 signaling messages,

signaling ports, and signaling links, i.e. the portion associated with interstate calls and with intrastate non-Local calls, shall be billed in accordance with the applicable BellSouth intrastate Access Services Tariff and BellSouth's FCC No. 1 Tariff for switched access services.

Exhibit B

Basic Architecture

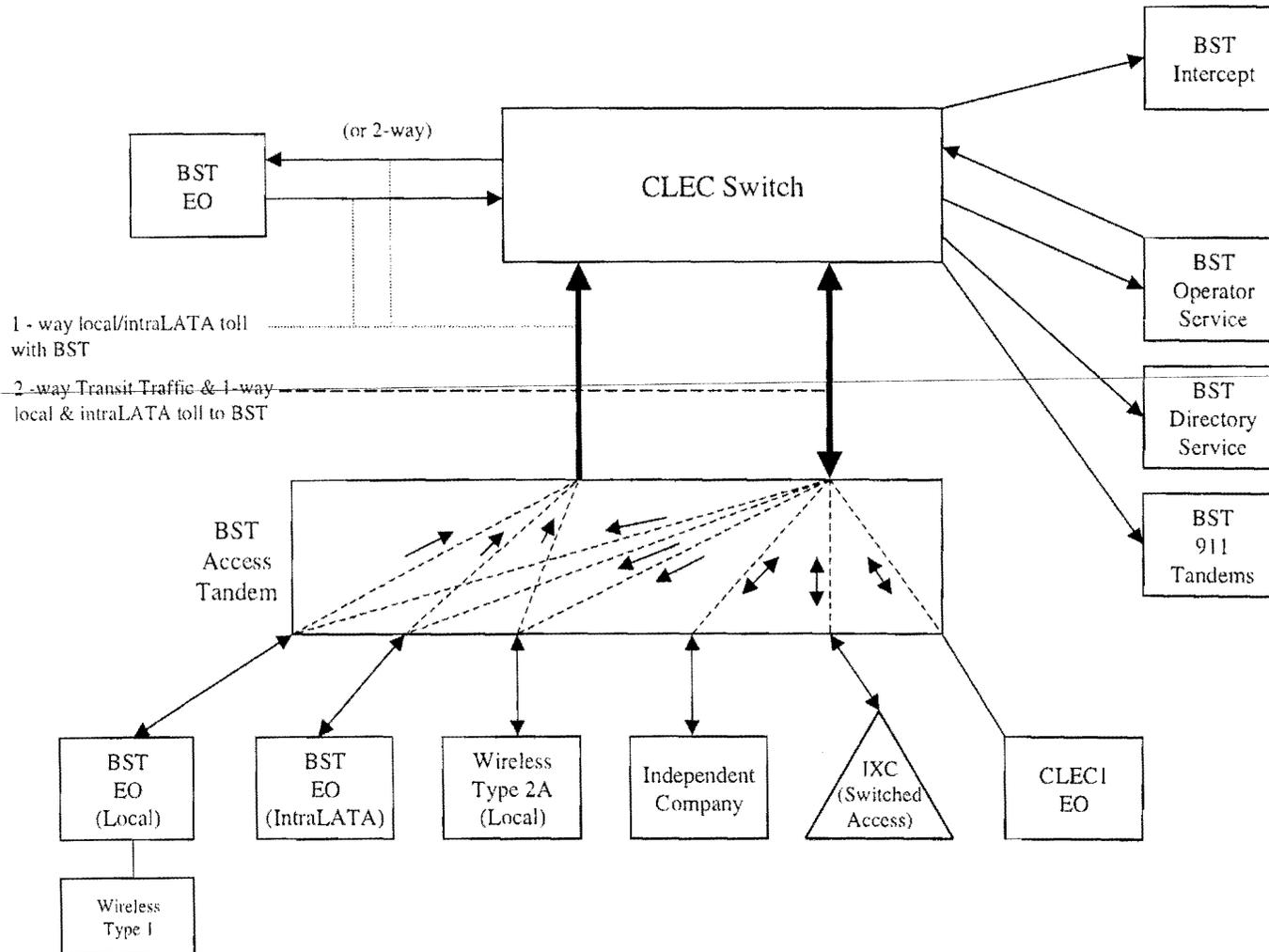


Exhibit C

One-Way Architecture

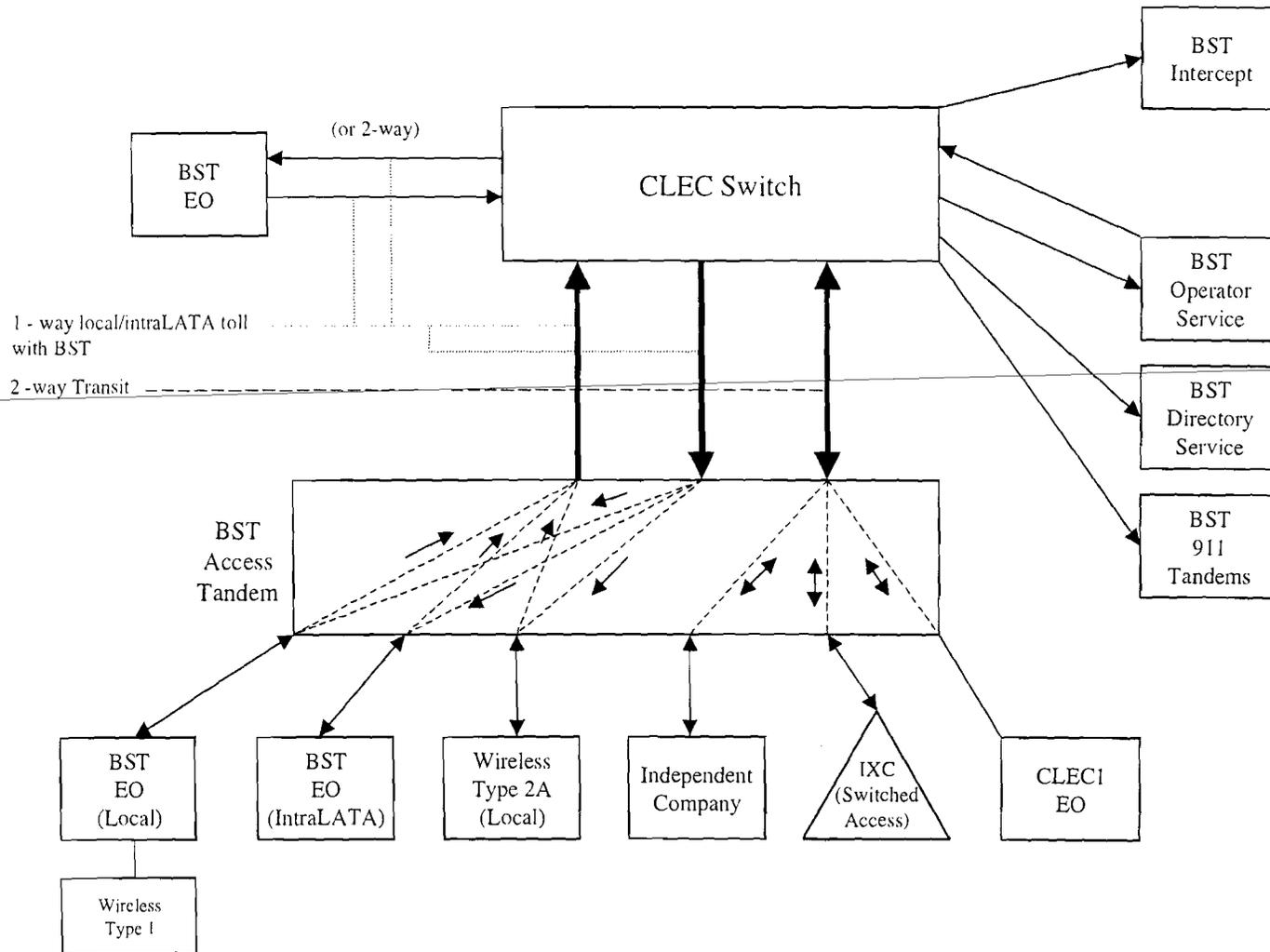
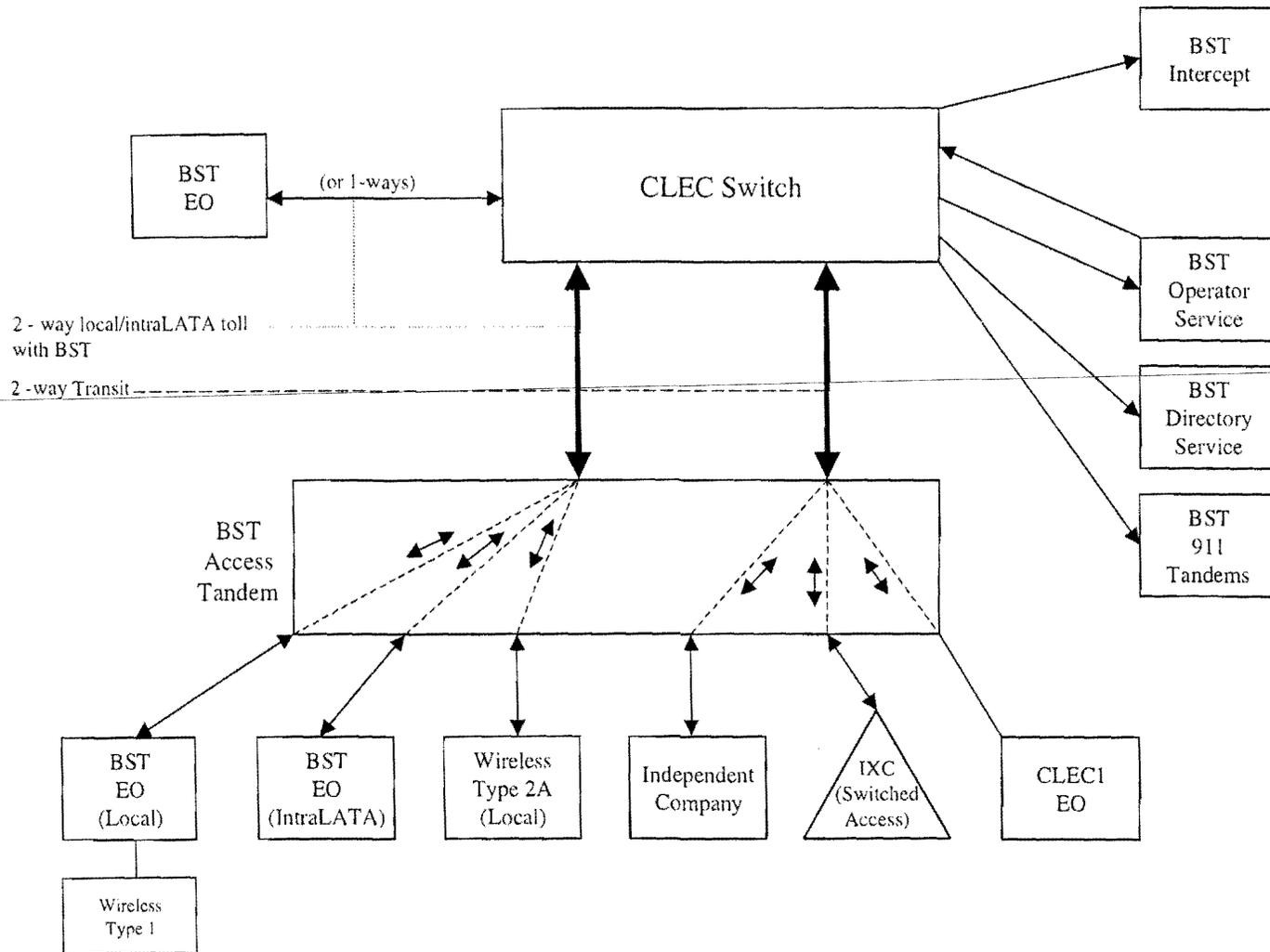
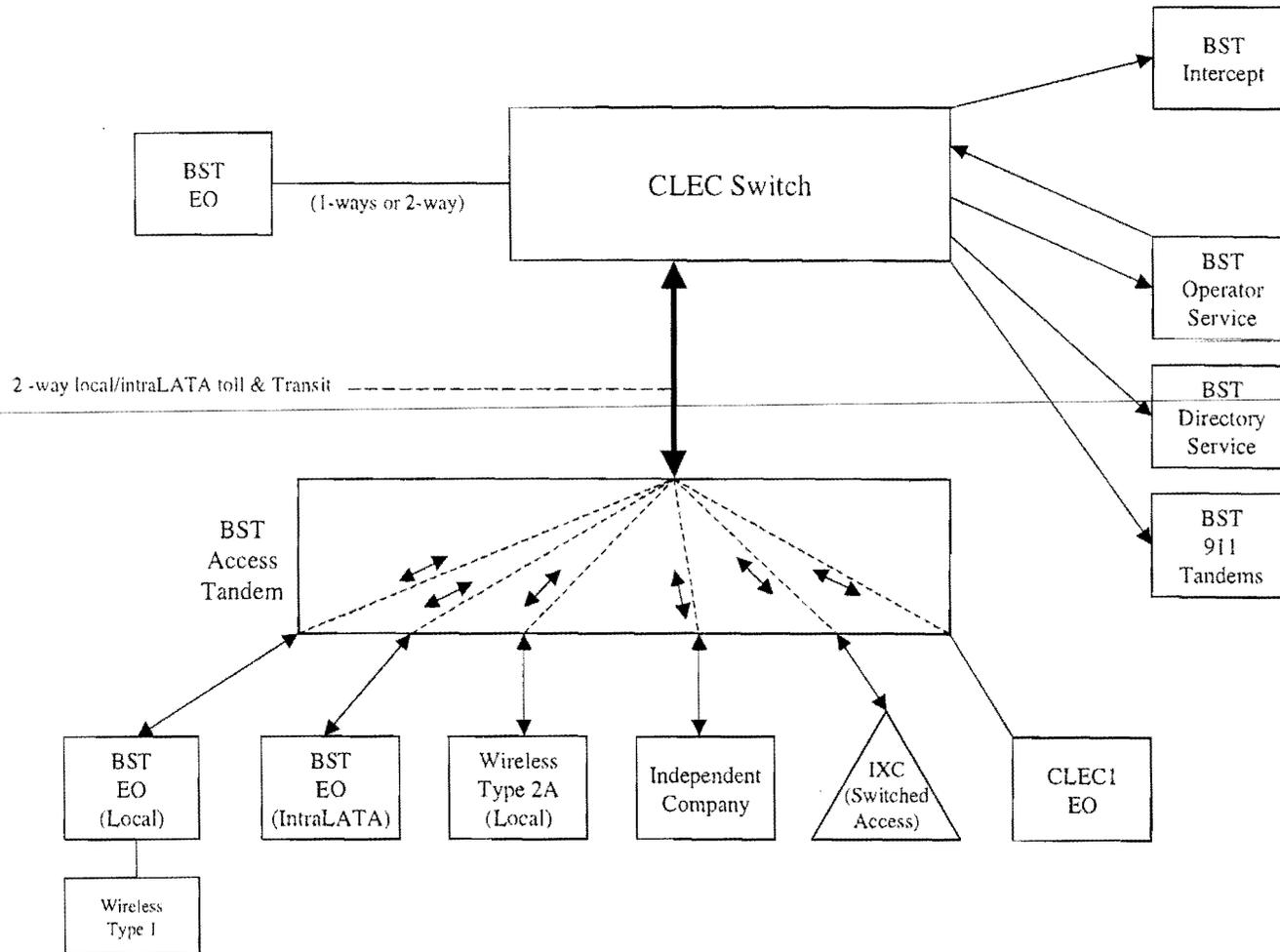


Exhibit D

Two-Way Architecture



Supergroup Architecture



LOCAL INTERCONNECTION - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Alt: 3 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	OSS Rates(\$)			
												SOMEK	SOMAN	SOMAN	
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEK	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					0.0006019bk									
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0006019									
	Tandem Intermediary Charge, per MOU					0.0015									
* 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	21.73bk			8.19bk						
	Installation Trunk Side Service - per DS0			OHD	TPP6X	21.73bk			8.19bk						
	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					0.0000035bk									
	Common Transport - Facilities Termination Per MOU					0.0094372bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1LSNF	0.0091bk									
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHM	1LSNF	25.32bk	47.35bk	31.78bk	18.31bk	7.03bk					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1LSNK	0.0091bk									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1LSNK	18.44bk	47.35bk	31.78bk	18.31bk	7.03bk					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1LSNK	0.0091bk									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1LSNK	18.44bk	47.35bk	31.78bk	18.31bk	7.03bk					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1LSNL	0.1856bk									
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1LSNL	88.44bk	105.54bk	98.47bk	21.47bk	19.05bk					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1LSNM	3.87bk									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1LSNM	1071.00bk	335.46bk	219.28bk	72.03bk	70.56bk					
LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	19.66bk	265.84bk	46.97bk	37.63bk	4.00bk					
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	20.45bk	266.54bk	47.67bk	44.22bk	5.33bk					
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.49bk	216.65bk	183.54bk	24.30bk	16.95bk					
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	531.91bk	556.37bk	343.01bk	139.13bk	96.84bk					
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	146.77bk	101.42bk	71.62bk	11.09bk	10.49bk					
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	211.17bk	199.28bk	118.64bk	40.34bk	39.07bk					
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	13.76bk	10.07bk	7.08bk							
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	PTBSX	136.05									
	CCS7 Signaling Usage, Per TCAP Message					0.0000607bk									
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	17.93	43.57	43.57	18.31	18.31					
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	17.93	43.57	43.57	18.31	18.31					
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	17.93	43.57	43.57	18.31	18.31					

LOCAL INTERCONNECTION - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 3 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(\$)			
													SOMEc	SOMAN	SOMAN	SOMAN
						Rec	Nonrecurring		Nonrecurring Disconnect							
							First	Add'l	First	Add'l						
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Usage, Per ISUP Message					0.000152bk										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	694.32bk										
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.03	46.03	46.03	46.03						
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Sip Affected			UDB	CCAPD											
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	17.93	43.57	43.57	18.31	18.31						

Attachment 4
Collocation

**BELLSOUTH
COLLOCATION**

1. Scope of Attachment

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when Cbeyond is physically collocated as a sole occupant or as a Host, as defined in Section 3.3 of this Attachment, within a BellSouth Premises (hereinafter "BellSouth Premises") location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers. This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. However, if the BellSouth Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions contained in this Attachment. BellSouth will inform Cbeyond if a BellSouth Premises is leased when special considerations and/or intervals may be applicable.
- 1.1.1 The Parties will negotiate terms and conditions for Remote Site Collocation upon request by Cbeyond.
- 1.2 If BellSouth provides collocation to other telecommunications carriers, or to a BellSouth Affiliate, BellSouth will provide the same collocation to Cbeyond at rates, terms, and conditions no less favorable to Cbeyond than those provided by BellSouth to other telecommunications carriers or to a BellSouth Affiliate.
- 1.3 Right to Occupy. BellSouth shall offer to Cbeyond collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and in full compliance with the rules and orders of the FCC and the relevant Commission. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow Cbeyond to occupy a certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by Cbeyond and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for a premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.
- 1.3.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.
- 1.3.1.1 In the state of Florida, the size specified by Cbeyond may contemplate a request for space sufficient to accommodate Cbeyond's growth within an eighteen (18) month period.
- 1.4 Space Allocation. BellSouth shall use best efforts to accommodate Cbeyond's requested space preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, BellSouth shall not materially increase Cbeyond's cost or materially delay Cbeyond's occupation

and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service Cbeyond wishes to offer, reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within the BellSouth Premises. Consistent with the foregoing, BellSouth shall assign Cbeyond collocation space within BellSouth Premises that utilizes existing infrastructure (e.g., HVAC, lighting and available power), if such space is available for collocation. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of the BellSouth Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.

1.5 Space Reclamation. In the event of space exhaust within a BellSouth Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the BellSouth Premises, including unutilized space held by Cbeyond and other collocated telecommunications carriers in BellSouth's Premises. Cbeyond will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.

1.6 Use of Space. Cbeyond shall use the Collocation Space for the purpose of installing, maintaining and operating Cbeyond's equipment (including testing and monitoring equipment) necessary for interconnection or for accessing unbundled network elements in accordance with the Act and FCC and Commission rules.

1.7 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

2.1 Space Availability Report. Upon request from Cbeyond and at the Cbeyond's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular BellSouth Premises. This report will include the amount of Collocation Space available at the BellSouth Premises requested, the number of collocators present at the BellSouth Premises, any modifications in the use of the space since the last report on the BellSouth Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the BellSouth Premises for which the Space Availability Report was requested by Cbeyond.

2.1.1 The request from Cbeyond for a Space Availability Report must be in writing and include the BellSouth Premises street address, as identified in the Local Exchange

Routing Guide (LERG) and Common Language Location Identification (CLLI) code of the BellSouth Premises. CLLI code information is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.

- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular BellSouth Premises within ten (10) calendar days of the receipt of such a request. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify Cbeyond and inform Cbeyond of the timeframe under which it can respond.

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow Cbeyond to collocate Cbeyond's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Cbeyond to have direct access to Cbeyond's equipment and facilities in accordance with Section 5.16. BellSouth shall make cageless collocation available in single rack/bay increments. Except where Cbeyond's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Cbeyond must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged. BellSouth will make caged collocation available in fifty (50) square foot increments, which should be sufficient enough, to collocate a single rack/bay of equipment. At Cbeyond's expense, Cbeyond will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's reasonable and non-discriminatory Technical References 73503, 73519, 73572 and 73564, and where applicable, TR-NWT-000295 as it applies to equipment that requires isolated grounding (TRs), as such identified TRs are applicable to this Attachment (hereinafter referred to as Specifications) prior to starting equipment installation. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, Cbeyond and Cbeyond's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Cbeyond's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Cbeyond and provide Cbeyond the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for Cbeyond's BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. Cbeyond shall reimburse its BellSouth Certified Supplier or BellSouth, where applicable, the commercially reasonable and demonstrable costs, which include, but are not limited to, copying, printing and administrative costs for producing the documentation in providing such information. Cbeyond's BellSouth Certified Supplier shall bill Cbeyond directly for all work performed for Cbeyond to comply with this

Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Cbeyond's BellSouth Certified Supplier. Cbeyond must provide the local BellSouth Central Office Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Cbeyond's locked enclosure prior to notifying Cbeyond at least seventy-two (72) hours or three (3) business days, whichever is greater, before access to the Collocation Space is required. Upon request, BellSouth shall construct the enclosure for Cbeyond.

- 3.2.1 BellSouth may elect to review Cbeyond's plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify Cbeyond of its desire to execute this review in BellSouth's response to the Initial Application, if Cbeyond has indicated its desire to construct its own enclosure. If Cbeyond's Initial Application does not indicate its desire to construct its own enclosure, and Cbeyond subsequently decides to construct its own enclosure prior to the BellSouth Application Response, as defined in Section 6.8 of this Attachment, then Cbeyond will submit an application modification, indicating its desire to construct its own enclosure. If Cbeyond subsequently decides to construct its own enclosure after the firm order (hereinafter "Firm Order"), Cbeyond will submit a Subsequent Application (as hereinafter defined) pursuant to Section 6.2 of this Attachment. If BellSouth elects to review Cbeyond's plans and specifications, then BellSouth will provide notification within ten (10) calendar days after the Subsequent Application firm order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of Cbeyond's plans and specifications. Regardless of whether or not BellSouth elects to review Cbeyond's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to Cbeyond's submitted plans and specifications and/or BellSouth's Specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from Cbeyond. BellSouth may require Cbeyond to remove or correct within seven (7) calendar days, at Cbeyond's expense, any structure that materially deviates from Cbeyond's plans and specifications or BellSouth's Specifications, as applicable.

- 3.3 Shared Caged Collocation. Cbeyond may allow other telecommunications carriers to share Cbeyond's caged collocation arrangement, pursuant to the terms and conditions agreed to by Cbeyond (Host) and the other telecommunications carriers (Guests) pursuant to this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to Cbeyond. BellSouth shall be notified in writing by Cbeyond of the execution of any agreement between the Host and its Guest(s) prior to the submission of any Application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by Cbeyond that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Cbeyond. The term of the agreement

between the Host and its Guest(s) shall not exceed the term of this Attachment between BellSouth and Cbeyond.

- 3.3.1 Cbeyond, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment. Cbeyond is also responsible for ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide Cbeyond with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, in Georgia, Cbeyond shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own initial and subsequent equipment placement applications using the Host's Access Carrier Name Abbreviation (ACNA), provided that Guest secures permission from Cbeyond to use Cbeyond's ACNA and password. A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response to the Guest(s) Bona Fide Application (Application Response).
- 3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 Cbeyond shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Cbeyond's Guest(s) in the Collocation Space, except to the extent caused by BellSouth, its employees', or its agents' negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on BellSouth Premises' property only when space within the requested BellSouth Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the BellSouth Premises' property. An Adjacent Arrangement shall be procured by Cbeyond or constructed by the Cbeyond's BellSouth Certified Supplier and must be in conformance with BellSouth's design and construction Specifications. Further, Cbeyond shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
- 3.4.1 If Cbeyond requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, Cbeyond must arrange with a BellSouth Certified Supplier to construct the Adjacent Arrangement structure in accordance with BellSouth's Specifications.

BellSouth will provide the appropriate Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, Cbeyond and Cbeyond's BellSouth Certified Supplier shall comply with the more stringent local building code requirements. Cbeyond's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Cbeyond's BellSouth Certified Supplier shall bill Cbeyond directly for all work performed for Cbeyond to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Cbeyond's BellSouth Certified Supplier. Cbeyond must provide the local BellSouth Central Office Building Contact with two (2) cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Cbeyond's locked enclosure prior to notifying Cbeyond at least seventy-two (72) hours or three (3) business days, whichever is greater, before access to the Collocation Space is required.

- 3.4.2 Cbeyond must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its firm order. BellSouth shall review Cbeyond's plans and specifications prior to the construction of an Adjacent Arrangement(s) to ensure Cbeyond's compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from Cbeyond for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to Cbeyond's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from Cbeyond. BellSouth shall require Cbeyond to remove or correct within seven (7) calendar days, at Cbeyond's expense, any structure that does not meet its submitted plans and specifications or BellSouth's Specifications, as applicable.
- 3.4.3 Cbeyond shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At Cbeyond's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical collocation arrangement. Cbeyond's BellSouth Certified Supplier shall be responsible at Cbeyond's sole expense, for filing and obtaining any and all necessary permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow shared use of an Adjacent Arrangement, pursuant to the terms and conditions set forth in Section 3.3 above.
- 3.5 Other Physical Collocation Arrangements. BellSouth will provide other collocation arrangements that have been demonstrated to be technically feasible. A previously successful method of obtaining interconnection or access to unbundled network elements at a particular premises or point on any incumbent LEC's network is

substantial evidence that such method is technically feasible in the case of substantially similar network premises or points. In seeking a particular collocation arrangement, either physical or virtual, Cbeyond is entitled to a presumption that such arrangement is technically feasible if any LEC has deployed such collocation arrangement in any incumbent LEC premises.

- 3.6 Direct Connect. BellSouth will permit Cbeyond to directly interconnect between its own virtual/physical Collocation Space within the same central office by utilizing a Direct Connect. Cbeyond shall contract with a BellSouth Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by Cbeyond. Cbeyond-provisioned DC's shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the actual common cable support structure used by Cbeyond to provision the Direct Connects between its virtual/physical Collocation Spaces. In those instances where Cbeyond's virtual/physical Collocation Space is contiguous in the central office, Cbeyond will have the option of using Cbeyond's own technicians to deploy the Direct Connects using either electrical or optical facilities between its Collocation Spaces by constructing its own dedicated cable support structure. Cbeyond will deploy such electrical or optical connections directly between its own facilities without being routed through BellSouth's equipment. Cbeyond may not self-provision Direct Connects on any BellSouth distribution frame, POT, DSX (Digital System Cross-Connect) or LGX (Light Guide Cross-Connect). Cbeyond is responsible for ensuring the integrity of the signal.
- 3.6.1 To place an order for Direct Connects, Cbeyond must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of Direct Connects, the Subsequent Application Fee for Direct Connects, as defined in Exhibit B, will apply. If other modifications, in addition to the placement of Direct Connects are requested, either an Initial Application Fee or Subsequent Application Fee will apply, pursuant to Section 6.2.1 of this Attachment. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response to Cbeyond.
- 3.7 Co-Carrier Cross Connect (CCXC). CCXCs are cross connects between Cbeyond and another collocated telecommunications carrier other than BellSouth in the same BellSouth Premises. Where technically feasible, BellSouth will permit Cbeyond to interconnect between its virtual or physical collocation arrangement(s) and that (those) of another collocated telecommunications carrier within the same BellSouth Premises via CCXCs and the associated cabling necessary to complete the interconnection consistent with FCC Rule 51.323. BellSouth applicable charges will be imposed on the requesting telecommunications carrier. Cbeyond is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.
- 3.7.1 Cbeyond may provision the CCXC using its own technicians, if certified as a BellSouth Certified Supplier, or contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by Cbeyond.

Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. Cbeyond shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. The Cbeyond-provisioned CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used by Cbeyond to provision the CCXC to the other collocated telecommunications carrier. In those instances where Cbeyond's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, Cbeyond may use its own technicians to install co-carrier cross connects using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two contiguous cages. Cbeyond shall deploy such electrical or optical cross-connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through BellSouth's equipment. Cbeyond shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-Connect) or LGX (Light Guide Cross-Connect). Cbeyond is responsible for ensuring the integrity of the signal.

- 3.7.2 To place an order for CCXCs, Cbeyond must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If other modifications, in addition to the placement of CCXCs, are requested, either an Initial Application or Subsequent Application Fee will apply, pursuant to Section 6.2.1 of this Attachment. BellSouth will bill this nonrecurring fee on the date that it provides an Application Response to Cbeyond.

4. Occupancy

- 4.1 Occupancy. BellSouth will notify Cbeyond in writing when the Collocation Space is ready for occupancy (Space Ready Date). Cbeyond will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth will correct any deviations in Cbeyond's original or jointly amended application requirements within seven (7) calendar days after the walkthrough, unless the Parties mutually agree upon a different time frame. BellSouth will then establish a new Space Ready Date. Another acceptance walkthrough will be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those items identified in the initial walkthrough. If Cbeyond completes its acceptance walkthrough within the fifteen (15) calendar day interval, billing will begin upon the date of Cbeyond's acceptance of the Collocation Space (Space Acceptance Date). In the event Cbeyond fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall

be deemed accepted by Cbeyond on the Space Ready Date and billing will commence from that date. If Cbeyond decides to occupy the space prior to the Space Ready Date, the date Cbeyond occupies the space is deemed the new Space Acceptance Date and billing will begin from that date. Cbeyond must notify BellSouth in writing that its collocation equipment installation is complete and operational with BellSouth's network.

4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, Cbeyond may terminate its occupancy of a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that Cbeyond and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Cbeyond signs off on the Space Relinquishment Form and sends this form to BellSouth, provided no discrepancies are found during BellSouth's subsequent inspection of the terminated space. If the subsequent inspection by BellSouth reveals discrepancies, billing will cease on the date that BellSouth and Cbeyond jointly conduct an inspection, confirming that Cbeyond has corrected all of the noted discrepancies identified by BellSouth. A Subsequent Application Fee will not apply for the termination of occupancy; however, specific disconnect fees may apply to certain rate elements in Florida and Georgia. The particular disconnect fees that would apply in each state are contained in Exhibit B of this Attachment. BellSouth may terminate Cbeyond's right to occupy the Collocation Space in the event Cbeyond fails to comply with any material provision directly related to Collocation in this Agreement provided BellSouth gives Cbeyond thirty (30) calendar days' prior written notice of the failure to comply and gives Cbeyond an opportunity to cure during such period. Notwithstanding the above, any termination for non-payment of applicable fees, shall be in accordance with Attachment 7, Billing.

4.2.1 Upon termination of occupancy, Cbeyond, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by the Cbeyond from the Collocation Space. Cbeyond shall have thirty (30) calendar days from the Subsequent Application Bona Fide Firm Order (BFFO) date ("Removal Date") to complete such removal, including the removal of all equipment and facilities of Cbeyond's Guest(s), unless Cbeyond's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth prior to the Cbeyond removal date. Cbeyond shall continue the payment of all monthly recurring charges to BellSouth until the date Cbeyond, and if applicable Cbeyond's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. If Cbeyond or Cbeyond's Guest(s) fails to vacate the Collocation Space within thirty (30) calendar days from the Removal Date BellSouth shall have the right to remove and dispose of the equipment and any other property of Cbeyond or Cbeyond's Guest(s), in any manner that BellSouth deems fit, at Cbeyond's expense and with no liability whatsoever for Cbeyond's property or Cbeyond's Guest(s)'s

property. Upon termination of Cbeyond's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's space inventory, and Cbeyond shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by Cbeyond, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. Cbeyond's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including, but not limited to, BellSouth's Central Office Record Drawings and ERMA Records. Cbeyond shall be responsible for the cost of removing any Cbeyond constructed enclosure, together with any Cbeyond constructed supporting structures (e.g., racking, conduits, or power cables) at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

- 5.1 Equipment Type. BellSouth shall permit the collocation and use of any equipment necessary for interconnection or access to unbundled network elements, in accordance with the applicable FCC and Commission rules and orders. Equipment is necessary for interconnection if an inability to deploy that equipment would, as practical, economic, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any Affiliate, subsidiary, or other party.
- 5.2 Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic or operational matter, preclude the requesting carrier from obtaining nondiscriminatory access to that unbundled network element, including any of its features, functions, or capabilities.
- 5.3 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the requesting carrier seeks to deploy it, meets either or both of the standards set forth above in Sections 5.1 and 5.2. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services Cbeyond seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in Sections 5.1 and 5.2 must not cause the equipment to significantly increase the burden on BellSouth's property. Such equipment necessary for interconnection or access to unbundled network elements shall include, but is not limited to transmission equipment, equipment to light dark fiber, optical terminating equipment and multiplexers, digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, multifunction equipment, remote switching modules, fiber distribution frames, splitters, concentrators, cross-connect systems, switching equipment other than traditional circuit switches, and ancillary equipment that enables a requesting carrier to assure proper provisioning and functioning of

other collocated equipment. Subject to the provisions of this Section, Cbeyond may order BellSouth tariffed services that connect to such equipment in its Collocation Space.

- 5.3.1 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment use to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth Premises must not place any greater relative burden on BellSouth's property than comparable single function equipment. BellSouth may object to the collocation of equipment based on criteria and in accordance with procedures and limitations established by applicable FCC and Commission rules and orders. With the exception of the equipment set forth in this Section 5.3.1, BellSouth may not block collocation and use of equipment while a proceeding to determine whether BellSouth may block such placement is pending. If BellSouth prevails in such a proceeding, Cbeyond will remove such equipment from the collocation, within thirty (30) days of receipt of a written request to do so from BellSouth, or as otherwise set forth in the relevant Commission order.
- 5.4 Whenever BellSouth objects to collocation of equipment by Cbeyond for purposes within the scope of Section 251 (c) (6) of the Act, BellSouth shall prove to the Commission that the equipment is not necessary for interconnection or access to unbundled network elements under the standards set forth above in this Section. BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. BellSouth may not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards. Collocated equipment must comply with the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. If BellSouth denies collocation of Cbeyond's equipment, citing safety standards, BellSouth must provide to Cbeyond within five (5) business days of the denial a list of all equipment that BellSouth locates at the BellSouth Premises in question, together with an affidavit attesting that all of the equipment meets or exceeds the safety standard that BellSouth contends the competitor's equipment fails to meet. This affidavit must set forth in detail: the exact safety requirement that Cbeyond's equipment does not satisfy; BellSouth's basis for concluding that Cbeyond's equipment does not meet this safety requirement; and BellSouth's basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety. BellSouth reserves the right to permit on a nondiscriminatory basis collocation of equipment

that does not necessarily comport with the requirements of applicable FCC and Commission rules and orders.

- 5.5 Cbeyond shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment collocated in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in an application as well as equipment already placed in the collocation arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event Cbeyond submits an application for terminations that will exceed the total capacity of the collocated equipment, Cbeyond will be informed of the discrepancy by BellSouth and required to submit a revision to the application.
- 5.6 Cbeyond will provide a list of those entities with a security interest in collocation equipment in Cbeyond's collocation sites to BellSouth. This list will be updated by Cbeyond once annually. This information shall be expressly covered by the confidentiality provisions contained in Section 10 of the General Terms and Conditions of this Agreement. In no event shall BellSouth use the list of entities for any purpose other than contacting equipment owners or lien holders subsequent to abandonment of such equipment by Cbeyond. Notwithstanding, in the foregoing, if BellSouth is a signatory to any collateral agreement(s) that covers all secured equipment in a Collocation Space, Cbeyond will not be obligated to include in its list of secured entities to BellSouth those secured entities already addressed in the collateral agreement(s).
- 5.7 Cbeyond shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the BellSouth Premises.
- 5.8 Cbeyond shall place a plaque or affix other identification (e.g., stenciling) to Cbeyond's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify Cbeyond's equipment in the case of an emergency.
- 5.9 Entrance Facilities. Cbeyond may elect to place Cbeyond-owned or Cbeyond-leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection as close as reasonably possible to the BellSouth Premises building housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. Cbeyond will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Cbeyond will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth. The fire retardant riser cable will extend from the splice location to Cbeyond's equipment in the Collocation Space. In the event Cbeyond utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Cbeyond must contact BellSouth for instructions prior to placing any entrance facility cable in the manhole. Cbeyond is

responsible for the maintenance of the entrance facilities. At Cbeyond's option, BellSouth will accommodate, where technically feasible, a microwave entrance facility, pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point unless BellSouth determines that limited space is available for the placement of entrance facilities.

- 5.10 Dual Entrance Facilities. BellSouth will provide at least two interconnection points at each Premise where at least two such interconnection points are available and capacity exists. Upon receipt of a request by Cbeyond for dual entrance facilities to its physical Collocation Space, BellSouth shall provide Cbeyond with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for the installation of a second entrance facility to Cbeyond's Collocation Space. The location of the serving manhole(s) will be as close as reasonably possible to the BellSouth Premises housing the Collocation space, but determined by BellSouth on a reasonable and nondiscriminatory basis. Where dual entrance facilities are not available due to lack of capacity, BellSouth will provide this information to Cbeyond in the Application Response. BellSouth shall not deny an Application for the sole reason that dual entrance facilities are not available.
- 5.11 Shared Use. Cbeyond may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to Cbeyond's Collocation Space within the same BellSouth Premises. BellSouth shall allow the splice, as long as the fiber is non-working dark fiber. Cbeyond must arrange with BellSouth in accordance with all reasonable and nondiscriminatory requirements set forth in BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing BellSouth to perform the splice of the Cbeyond-provided riser cable to the spare capacity on the entrance facility. If Cbeyond desires to allow another telecommunications carrier to use its entrance facilities, that other telecommunications carrier must arrange with BellSouth in accordance with all reasonable and nondiscriminatory requirements set forth in BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Cbeyond's authorizing BellSouth to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on Cbeyond's entrance facility.
- 5.12 Demarcation Point. BellSouth, in a reasonable and nondiscriminatory manner and in accordance with any and all applicable FCC and Commission rules and orders, will designate the point(s) of demarcation between Cbeyond's equipment and/or network and BellSouth's network. Each Party will be responsible for the installation, maintenance and operation of all equipment/facilities on its side of the demarcation point and may make any terminations that may be required on their side of the demarcation point. Cbeyond may self-provision cross connects within the Collocation

using form RF-2906-C, the “CLEC and CLEC Certified Supplier Access Request and Acknowledgement” form. The appropriate key acknowledgement forms (the “Collocation Acknowledgement Sheet” for access cards and the “Key Acknowledgement Form” for keys) must be signed by Cbeyond and returned to BellSouth Access Management within fifteen (15) calendar days of Cbeyond’s receipt. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper key acknowledgement documents have been received by BellSouth and reflect current information. Access Keys may not be duplicated under any circumstances. Cbeyond agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of Cbeyond’s employees, suppliers, agents, or Guest(s) after termination of the employment relationship, the contractual obligation with Cbeyond ends, upon the termination of this Attachment, or upon the termination of occupancy of Collocation Space in a specific BellSouth Premises.

- 5.16.1 BellSouth will permit one (1) accompanied site visit to Cbeyond’s designated Collocation Space, after receipt of the BFFO, without charge to Cbeyond. Cbeyond must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to a BellSouth Premises at least thirty (30) calendar days prior to the date Cbeyond desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Cbeyond may submit a request for its one (1) accompanied site visit to its designated Collocation Space at any time subsequent to BellSouth’s receipt of the BFFO. In the event Cbeyond desires access to the Collocation Space after submitting such a request, but prior to the approval of its access request, in addition to the first accompanied free visit, BellSouth shall permit Cbeyond to access the Collocation Space, prior to completing BellSouth’s Training requirements (as set forth in Section 12 of this Attachment), accompanied by a security escort, at Cbeyond’s expense. Cbeyond must request escorted access to its designated Collocation Space at least three (3) business days prior to the date such access is desired. A security escort will be required whenever Cbeyond or its approved agent desires access to the entrance manhole.
- 5.17 Lost or Stolen Access Devices. The Parties shall immediately notify each other in writing in the case of lost or stolen Access Devices. If it becomes necessary for BellSouth to re-key buildings or enclosures or deactivate an Access Device as a result of a lost Access Device(s) or for failure to return an Access Device(s), Cbeyond shall pay for the costs of re-keying or deactivating the Access Device pursuant to the rates set forth in Exhibit B of this Attachment. If it becomes necessary for Cbeyond to re-key an enclosure due to BellSouth losing a key or if a key becomes stolen while in the possession of BellSouth, BellSouth will pay Cbeyond the applicable costs, as supported by documentation, to re-key an enclosure or to replace lost or stolen keys that Cbeyond has previously provided to BellSouth.
- 5.18 Health Related Facilities and Parking. Cbeyond’s authorized personnel will have reasonable access to health related facilities (e.g., bathrooms, eyewash stations,

shower stations, drinking water, etc. within the BellSouth Premises), as well to available parking.

5.19 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Cbeyond shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, or significantly impairs from the service provider's perspective, a traditional voice band service or advanced service provided by BellSouth, or by any other entity whose service enters, is routed through or exits that Central Office; 2) endangers or damages the equipment, facilities or any other property of BellSouth or of any other entity located in the central office or on the Premises in which the Central Office is located; 3) knowingly or unlawfully 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 Cbeyond violates the provisions of this paragraph, BellSouth shall provide written notice to Cbeyond, to cure the violation within forty-eight (48) hours of Cbeyond's actual receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the arrangement. The Parties will act in good faith and in a cooperative manner to determine or isolate the source of significant degradation.. Any dispute regarding the source of the risk, impairment, interference or degradation may be resolved pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.

5.19.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Cbeyond fails to commence curative action with respect to a violation identified in Section 5.19 above, within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such violation, including, without limitation, the interruption of electrical power to Cbeyond's equipment which BellSouth has reasonably determined is the cause of such violation. BellSouth will provide notice to Cbeyond prior to, or, if made impossible due to the nature of the threat imposed, as soon as possible after the taking of such action, and provided that BellSouth, its agents, contractors or employees conduct themselves in strict compliance with this Section and except to the extent that such action by BellSouth fails to comport with the requirements of this paragraph or otherwise constitutes negligence, gross negligence or willful misconduct, BellSouth shall have no liability to Cbeyond for any damages arising from such action.

- 5.20 Significant Degradation Caused by Deployment of Advanced Services. For purposes of this Section, the term “significantly degrades” shall be defined as an action that noticeably impairs a service from a user’s perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, the carrier that claims (i.e. the claimant) that a deployed advanced service is significantly degrading the performance of other advanced services or traditional voice band services, must notify the deploying carrier of the degradation. If the deploying carrier fails to take curative action within forty-eight (48) hours then the claimant will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to BellSouth or Cbeyond or, if subsequently necessary, the Commission must be supported by BellSouth or Cbeyond with specific and verifiable information. When BellSouth or Cbeyond demonstrates that a certain technology deployed by BellSouth or Cbeyond is significantly degrading the performance of other advanced services or traditional voice band services, BellSouth or Cbeyond shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under Section 47 C.F.R. 51.233, and applicable FCC and Commission rules and orders, the degraded service shall not prevail against the newly-deployed technology.
- 5.21 Personalty and its Removal. Subject to the requirements of this Attachment 4, Cbeyond may place or install in or on the Collocation Space such facilities and equipment, including storage for spare equipment and portable testing equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, or is desirable for the maintenance and operation of the collocated telecommunications equipment, and does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by Cbeyond in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain its status as Cbeyond property and may be removed by Cbeyond at any time. Any damage caused to the Collocation Space by Cbeyond’s employees, suppliers agents or representatives during the installation or removal of such property shall be promptly repaired by Cbeyond at Cbeyond’s expense. If Cbeyond decides to remove equipment from its Collocation Space, other than spare equipment and portable testing equipment, and the removal requires no physical work to be performed by BellSouth and Cbeyond’s physical work includes, but is not limited to, cross connects, or tie pairs, BellSouth will bill Cbeyond an Administrative Only Application Fee as set forth in Exhibit B. This non-recurring fee will be billed on the date that BellSouth provides an Application Response to Cbeyond.
- 5.22 Alterations. Under no condition shall Cbeyond or any person acting on behalf of Cbeyond make any rearrangement, modification, augment, improvement, addition,

and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises, without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such rearrangement, modification, augment, improvement, addition, and/or other alteration shall be paid by Cbeyond, and shall require a Subsequent Application and will result in the assessment of either a Subsequent Application Fee, an Administrative Only Application Fee or an Initial Application Fee as set forth in Section 6.2.1, which will be billed by BellSouth on the date that BellSouth provides Cbeyond with an Application Response.

- 5.23 Janitorial Service. Cbeyond shall be responsible for the general upkeep of its Collocation Space. Where outside janitorial services are necessary, Cbeyond shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a BellSouth Premises-specific basis, upon request.

6. Ordering and Preparation of Collocation Space

- 6.1 Initial Application. For Cbeyond's or Cbeyond's Guest's(s') initial equipment placement, Cbeyond shall input a Physical Expanded Interconnection Application Document (Initial Application) directly into BellSouth's electronic application (e.App) system for processing. The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the application are completed with the appropriate type of information. An application fee will apply to each application submitted by Cbeyond and will be billed by BellSouth on the date BellSouth provides Cbeyond with an Application Response.
- 6.2 Subsequent Application. In the event Cbeyond or Cbeyond's Guest(s) desires to modify its use of the Collocation Space after a BFFO, Cbeyond shall complete an application (Subsequent Application) that contains all of the detailed information associated with the alteration related to the Collocation Space, as defined in Section 5.22 of this Attachment. The Subsequent Application will be considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application are completed with the appropriate type of information associated with the alteration. BellSouth shall determine what modifications, if any, to the BellSouth Premises are required to accommodate the change requested by Cbeyond in the application. Such modifications to the BellSouth Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.2.1 Subsequent Application Fee. The subsequent application fee paid by Cbeyond shall be dependent upon the level of assessment needed. If the modifications reflected on the Subsequent Application require no labor or capital expenditure by BellSouth, but BellSouth must perform an assessment of the application to evaluate whether or not BellSouth would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. This Administrative Only Application Fee would be applicable in instances such as those

associated with a Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space, a modification to an application prior to receipt of the BFFO, and a V-to-P Conversion (In Place). The fee for a Subsequent Application in which the modifications requested have limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee, as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require Cbeyond to submit the Subsequent Application with an Initial Application Fee. The appropriate nonrecurring application fee will be billed on the date BellSouth provides Cbeyond with an Application Response.

- 6.3 Space Preferences. If Cbeyond has previously requested and received a Space Availability Report for the BellSouth Premises, Cbeyond may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event BellSouth cannot accommodate the Cbeyond's preference(s), Cbeyond may accept the space allocated by BellSouth or cancel its application, (without incurring an application fee), and submit another application requesting additional space preferences for the same central office. This application will be treated as a new application and an application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides Cbeyond with an Application Response.
- 6.4 Space Availability Notification.
- 6.4.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within the requested BellSouth Premises. BellSouth's electronic application system will indicate when the application is Bona Fide. If the application cannot be Bona Fide, BellSouth will describe the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Cbeyond of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by Cbeyond or space that is configured differently, no application fee will apply. If Cbeyond decides to accept the available space, Cbeyond must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Cbeyond resubmits its application to accept the available space, BellSouth will bill Cbeyond the appropriate application fee.
- 6.4.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items/revisions necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and bill Cbeyond an appropriate application fee on the date that BellSouth provides the Application

Response. When BellSouth's Application Response includes an amount of space less than that requested by Cbeyond or space that is configured differently, if Cbeyond decides to accept the available space, Cbeyond must amend its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO.

- 6.4.3 Denial of Application. If BellSouth notifies Cbeyond that no space is available (Denial of Application), BellSouth will not assess an application fee to Cbeyond. After notifying Cbeyond that there is no available space in the requested BellSouth Premises, BellSouth will allow Cbeyond, upon request, to tour the entire BellSouth Premises within ten (10) calendar days of such Denial of Application. In order to schedule this tour within ten (10) calendar days, BellSouth must receive the request for a tour of the BellSouth Premises within five (5) calendar days of the Denial of Application.
- 6.4.4 BellSouth's written denial shall provide Cbeyond with information relevant to the denial of its request for collocation space, and give some detail as to why the space was denied.
- 6.5 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information required or requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Cbeyond to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.6 Waiting List. On a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunication carriers that have either received a Denial of Application or, where it is publicly known that the BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. BellSouth will notify each telecommunication carrier on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunication carrier on said waiting list.
- 6.6.1 In Florida, on a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunication carriers that have either received a Denial of Application or, where it is publicly known that the BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunication carriers on the waiting list by mail when space becomes available according to the position of each telecommunication carrier on said waiting list. If BellSouth does not know sixty (60) calendar days in advance of when space will become available, BellSouth will notify the Commission and the

telecommunication carriers on the waiting list within two (2) business days of the determination that space will become available. A telecommunication carrier that, upon denial of physical Collocation Space, requests virtual Collocation Space shall automatically be placed on the waiting list for physical Collocation Space that may become available in the future.

- 6.6.2 When physical Collocation Space becomes available, Cbeyond must submit an updated, complete, and accurate application to BellSouth within thirty (30) calendar days of notification by BellSouth that physical Collocation Space will be available in the requested BellSouth Premises previously out of space. If Cbeyond has originally requested caged Collocation Space and cageless Collocation Space becomes available, Cbeyond may refuse such space and notify BellSouth in writing within the thirty (30) day timeframe that Cbeyond wants to maintain its place on the waiting list for caged Physical Collocation Space, without accepting the available cageless Collocation Space.

Cbeyond may accept an amount of space less than what it originally requested by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Cbeyond does not submit an application or notify BellSouth in writing as described above, BellSouth will offer the space to the next telecommunication carrier on the waiting list and remove Cbeyond from the waiting list. Upon request, BellSouth will advise Cbeyond as to its position on the waiting list.

- 6.7 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all BellSouth Premises that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that insufficient space is available to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice when space becomes available in a BellSouth Premises previously on the space exhaust list.

- 6.8 Application Response.

- 6.8.1 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable Cbeyond to place a firm order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When Cbeyond submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response interval will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.

- 6.9 Application Modifications.

6.9.1 Except as set forth in Section 7.1.3 of this Attachment, if a modification or revision is made to any information in the Bona Fide Application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, at the request of Cbeyond, or as necessitated by technical considerations agreed to by both Parties, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge Cbeyond the appropriate application fee associated with the level of assessment performed by BellSouth. If the modification requires no labor or capital expenditure by BellSouth, but BellSouth must perform an assessment of the application to evaluate whether or not BellSouth would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. The fee for an application modification in which the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require Cbeyond to submit the application with an Initial Application Fee. The appropriate nonrecurring application fee will be billed on the date BellSouth provides Cbeyond with an Application Response.

6.10 Bona Fide Firm Order.

6.10.1 Cbeyond shall indicate its intent to proceed with its request for a collocation arrangement in a BellSouth Premises by submitting a Bona Fide Firm Order (BFFO) to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Cbeyond's Bona Fide Application or Cbeyond's application will expire.

6.10.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of Cbeyond's BFFO. BellSouth will acknowledge the receipt of Cbeyond's BFFO within seven (7) calendar days of receipt, so that Cbeyond will have positive confirmation from BellSouth that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions can be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 In Florida, BellSouth will complete construction of physical Collocation Space as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For virtual Collocation Space, BellSouth will complete construction as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO or as agreed to by the Parties. For Augments requested to Collocation Space after the initial space has been completed, BellSouth will complete construction for Collocation Space as soon as possible within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties.

If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and Cbeyond cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, or within thirty (30) calendar days of receipt of the BFFO for an Augment, BellSouth may seek an extension from the Commission.

- 7.1.2 Records Only Changes. When Cbeyond adds equipment within initial demand parameters that requires no additional space preparation work on the part of BellSouth, then no additional charges or intervals will be imposed by BellSouth that would cause delay in Cbeyond's operation.
- 7.2 Joint Planning. Joint planning between BellSouth and Cbeyond will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and BFFO. The Collocation Space completion interval will be provided to Cbeyond during the joint planning meeting.
- 7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will file for the appropriate permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) calendar days of the completion of the finalized construction design and specifications.
- 7.4 Acceptance Walkthrough. Cbeyond will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notification to Cbeyond that the Collocation Space is ready for occupancy. In the event Cbeyond fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Cbeyond provided that BellSouth has complied with all space preparation, provisions of Cbeyond's BFFO, and that all required of BellSouth is completed on the Space Ready Date. BellSouth will correct any deviations to Cbeyond's original or jointly amended design and/or specification requirements within seven (7) calendar days after the walkthrough, unless the Parties mutually agree upon a different timeframe. At the end of the acceptance walkthrough, or after any deviations are corrected, Cbeyond will execute a Space Acceptance Form indicating its acceptance of the Collocation Space.
- 7.5 Circuit Facility Assignments (CFAs). BellSouth will provide CFAs to Cbeyond as soon as possible and no later than thirty (30) calendar days after BellSouth's receipt of a Bona Fide Firm Order, except as set forth in Section 7.5.1.
- 7.5.1 To provide CFAs to Cbeyond prior to the Provisioning Interval for those BellSouth Premises in which Cbeyond has physical collocation arrangement with a POT bay provided by Cbeyond, Cbeyond must provide BellSouth with the following information:

- 7.5.1.1 for physical collocation arrangement with a Cbeyond-provided POT bay, Cbeyond shall provide BellSouth with a complete layout of the POT panels (equipment inventory update (EIU) form), showing locations, speeds, etc.
- 7.5.1.2 Cbeyond may submit an EIU form at any time after the 20th calendar day after the BFFO. CFAs will be provided within ten (10) calendar days of receipt of the EIU form.
- 7.5.2 BellSouth will bill Cbeyond a nonrecurring charge, as set forth in Exhibit B, each time Cbeyond requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to Cbeyond.
- 7.6 Use of BellSouth Certified Supplier. Cbeyond shall select a supplier which has been approved as a BellSouth Certified Supplier, which can include Cbeyond itself, if a BellSouth Certified Supplier, to perform all construction, and engineering, as defined in TR 73503, installation and removal work. Cbeyond, if a BellSouth Certified Supplier, or Cbeyond's BellSouth Certified Supplier must follow and comply with all the reasonable and nondiscriminatory requirements of BellSouth's Specifications, as outlined in the following BellSouth Technical Requirements, as set forth in Section 3.2 of this Attachment. In some cases, Cbeyond must select different BellSouth Certified Suppliers for those work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide Cbeyond with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Cbeyond's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is completed, and notifying BellSouth's equipment engineers and Cbeyond upon successful completion of the installation, etc. The BellSouth Certified Supplier shall bill Cbeyond directly for all work performed for Cbeyond pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Cbeyond's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to Cbeyond or any supplier proposed by Cbeyond and will not unreasonably withhold certification.
- 7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the BellSouth Premises for the protection of BellSouth equipment and facilities. Cbeyond shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service Cbeyond's Collocation Space. Upon request, BellSouth will provide Cbeyond with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Cbeyond. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.8 Cancellation. If at any time prior to space acceptance, Cbeyond cancels its order for Collocation Space (Cancellation), BellSouth will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or been completed. In Georgia, if Cbeyond cancels its order for Collocation Space at any

time prior to space acceptance, BellSouth will bill Cbeyond for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the firm order not been cancelled.

7.9 Licenses. Cbeyond, at its own expense, will be solely responsible for obtaining from the proper governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses, and certificates necessary or required to operate as a provider of telecommunication services to the public or to build-out, equip and/or occupy Collocation Space in a BellSouth Premises.

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

8. Rates and Charges

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

8.2 Application Fee. BellSouth shall assess an application fee by generating a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6.8 above. BellSouth will bill this nonrecurring fee on the date BellSouth provides an Application Response to Cbeyond.

8.3 Recurring Charges. If Cbeyond has met the applicable fifteen (15) calendar day walkthrough interval specified in Section 4.1 above, billing for recurring charges will begin upon the Space Acceptance Date. In the event Cbeyond fails to complete an acceptance walkthrough within the applicable fifteen (15th) calendar day interval, billing for recurring charges will commence on the Space Ready Date. If Cbeyond occupies the space prior to the Space Ready Date, the date Cbeyond occupies the space is deemed the new Space Acceptance Date and billing for recurring charges will begin on that date.

8.3.1 Cbeyond shall continue the payment of all monthly fees to BellSouth until the date that Cbeyond, and if applicable Cbeyond's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. Billing for monthly recurring charges will cease on the date that Cbeyond and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Cbeyond signs off on the Space Relinquishment Form and sends this form to BellSouth, if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. In the latter case, if subsequent inspection by BellSouth within fifteen (15th) calendar days of its receipt of the Space Relinquishment Form, does reveal discrepancies, billing for monthly recurring charges will cease on the date that BellSouth and Cbeyond jointly conduct an inspection, which confirms that Cbeyond has corrected all of the noted discrepancies. A Subsequent Application Fee will not apply for the termination of occupancy.

- 8.4 Space Preparation. Space Preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications assessed per arrangement, per square foot and common systems modifications assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. Cbeyond shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes the survey, engineering of the Collocation Space, and design and modification costs for network, building and support systems. In the event Cbeyond opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Cbeyond as prescribed in this Section. If Cbeyond was previously billed ICB or nonrecurring space preparation charges by BellSouth, but has not paid such charges in full, BellSouth will determine any outstanding amounts due from Cbeyond, and the Parties will agree on such outstanding amounts that are due and owing to BellSouth. If Cbeyond pays such outstanding amounts to BellSouth, no additional space preparation charges will be applicable or billed going forward for those collocation arrangements, for which space preparation charges have been paid in full through previously billed ICB or nonrecurring space preparation charges. Any new requests for Collocation Space or augmentations requesting additional space for an existing collocation arrangement will be billed pursuant to the current monthly recurring space preparation rates set forth in Exhibit B of this Attachment.
- 8.5 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with the maintenance of the Premises but does not include any expenses for power supplied to Cbeyond for its equipment. When the Collocation Space is enclosed, Cbeyond shall pay floor space charges based on the number of square feet so enclosed. When the Collocation Space is not enclosed, Cbeyond shall pay floor space charges based upon the following floor space calculation: [depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event Cbeyond's equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Cbeyond shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.6 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This nonrecurring fee will be billed by BellSouth upon receipt of Cbeyond's BFFO.
- 8.7 Security Escort. The rates for a security escort shall be assessed, beginning with the scheduled escort time, unless otherwise indicated herein, pursuant to the rates set forth in Exhibit B. Such rates shall not apply, and Cbeyond will not be charged where BellSouth or its BellSouth Certified Supplier causes the need for Cbeyond or Cbeyond's BellSouth Certified Supplier to require escorted access to a BellSouth zero

manhole for a particular BellSouth Premises. In the event BellSouth fails to show up within one-half (1/2) hour of the scheduled time for a security escort, Cbeyond shall not be charged for such escort, and a new security escort will be scheduled by Cbeyond and provided by BellSouth at no charge. BellSouth will wait for one half (1/2) hour after the scheduled time for such a security escort and Cbeyond shall pay for such half hour charges if Cbeyond or Cbeyond's BellSouth Certified Supplier fails to show up.

- 8.8 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of ninety-nine (99) records. These nonrecurring fees will be billed upon receipt of Cbeyond's BFFO.
- 8.9 Rates for power are as set forth in Exhibit B of this Attachment. Recurring charges for -48V DC power will be assessed per amp per month based upon the total number of fused amps of power capacity requested by Cbeyond on Cbeyond's initial collocation application and all subsequent collocation applications, which may either increase or decrease the originally requested number of fused amps or power capacity. These recurring charges will be assessed in accordance with the billing for all other monthly recurring charges as set forth in Section 8.4 above.
- 8.9.1 Under the fused amp billing option, Cbeyond shall be billed at the Commission's most recently approved fused amp monthly recurring rate for DC power.
- 8.9.2 Under the power usage metering option, monthly recurring charges for DC power are subdivided into a power infrastructure component and an AC usage component (based on DC amps consumed).
- 8.10 Other. If no rate is identified in the Agreement, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. Central Office Power

- 9.1 BellSouth shall make available -48 volt (-48V) Direct Current (DC) power for Cbeyond's Collocation Space at a BellSouth Battery Distribution Fuse Bay (BDFB). If Cbeyond was previously served off BellSouth's main power board pursuant to Cbeyond's previous Interconnection Agreement, that arrangement shall be permitted to remain connected to BellSouth's main power board, until such time as Cbeyond elects to remove such arrangement or reconfigure this arrangement to a BellSouth BDFB. Recurring charges for -48V DC power will be assessed as set forth in Section 8.9 above.
- 9.1.1 Fused Amp Billing Option. Monthly recurring charges for -48V DC power will be assessed per fused amp per month using the following formula:
- 9.1.1.1 For power provisioned from a BDFB – The number of fused amps requested by Cbeyond on its collocation application for power that is that is being provisioned

from a BellSouth BDFB should reflect a multiplier of 1.5 to convert the requested amperage to fused amps, with a minimum of ten (10) fused amps required. The number of fused amps requested by Cbeyond on its collocation application will be multiplied by the DC power fused amp rate set forth in Exhibit B, which rate has already been adjusted through the application of the .67 multiplier.

9.1.1.2 For power provisioned from the main power board – The number of fused amps made available at the main power board, in increments of 225 amps/main power board circuit, multiplied by the DC power fused amp rate set forth in Exhibit B, which rate has already been adjusted through the application of the .67 multiplier.

9.1.2 Central Office Physical Collocation Regional Power Usage Measurement Option. The Parties acknowledge that this particular Agreement between Cbeyond and BellSouth only applies to the states of Florida and Georgia. Notwithstanding this acknowledgement, the proceeding language related to Central Office Power is agreed to by the Parties as a Central Office Regional Power Usage Measurement Option provided in Sections 8.9 and 9. Therefore, regardless of the fact that this Agreement is between BellSouth and Cbeyond for Florida and Georgia, in the event Cbeyond were to enter into an interconnection agreement with BellSouth that required the use of collocation, or in the event any other CLEC were to adopt this agreement pursuant to Section 252(i) of the Act, this Section 9 is applicable for all nine (9) states in the BellSouth region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee) as a package. Consequently, the language set forth in Section 9 in this Attachment 4 is provided to Cbeyond as a condition of BellSouth's agreement to make the Central Office Physical Collocation Regional Power Usage Measurement Option available to Cbeyond in this Agreement which only applies to the states of Florida and Georgia. As mentioned above, Cbeyond agrees that if Cbeyond requests to negotiate an Interconnection Agreement(s) with BellSouth that includes the provision of Collocation Space (which is currently reflected in this Attachment 4 in this Agreement and in BellSouth's Standard Interconnection Agreement) in any other BellSouth state besides Florida and Georgia, Cbeyond shall incorporate the same rates, terms and conditions as contained in Section 8.9 and the same Central Office Power language contained in Section 9 of this Attachment into such new Interconnection Agreement(s), that includes language regarding the assessment of DC Power charges associated with Collocation Space that may be requested by Cbeyond. If any metered rates, terms, and conditions of this power usage provision are modified pursuant to the change in law provisions set forth in the General Terms and Conditions of this Agreement then, for each state hereunder and for each additional state that Cbeyond has requested or executed an interconnection agreement during the term of this Agreement, all of the ordered rates and associated terms and conditions shall apply thereafter and to each physical collocation arrangement to which the power usage measurement option applied and, to the extent that there are no such ordered rates in a state, the rates of the then current BellSouth standard interconnection agreement shall apply in such state subject to the modification of Agreement provisions set forth in the General Terms and Conditions. If any rates, terms, and conditions related to metering for this power usage provision

are modified by Cbeyond adoption of rates, terms and conditions of another CLEC's interconnection agreement pursuant to Section 252 (i) of the Act in any of the states covered by this Agreement, such adopted rates, terms and conditions shall apply thereafter and to each physical collocation arrangement to which the power usage measurement option applied and, in any states not covered by such adoption, the rates, terms and conditions for power usage measurement, if any, of the then current BellSouth standard interconnection agreement shall apply, provided that such language fully effectuates and is consistent with applicable state commission orders.

- 9.1.2.1 AC Usage Component of DC Power Charges. BellSouth, or its BellSouth Certified Supplier, will perform all metering activities, which will include providing the necessary ammeter or other measurement device, to measure the actual power usage being drawn by Cbeyond's physical collocation equipment on both the A and B power feeds. The AC Usage Component of the DC Power charge will be based upon the sum of either the instantaneous or busy hour average electrical current readings, depending on the capabilities of the ammeter or other measurement device. Cbeyond may, at its sole cost and expense, install or maintain its own meters on those BDFBs located in its own physical Collocation Space (s) and may notify BellSouth if it would like to offer BellSouth the option of using such meters for the purpose of establishing measurements. 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 or maintained by Cbeyond on Cbeyond's own BDFB(s) or via a BellSouth provided measurement device. The usage reading for the option elected by BellSouth shall be used for purposes of calculating the billing, provided that BellSouth elects one method and continues to use that method unless BellSouth provides reasonable notice to Cbeyond to change the method.
- 9.1.3 If BellSouth, or its BellSouth Certified Supplier, requires access to Cbeyond's physical Collocation Space for purposes of measuring the power usage, BellSouth or its BellSouth Certified Supplier shall provide Cbeyond with a minimum of forty-eight (48) hours notice that access is required. Cbeyond shall respond to such request for access within twenty-four (24) hours for the purpose of establishing the date and time of access to Cbeyond's physical Collocation Space. Once the date and time of access to Cbeyond's physical Collocation Space has been agreed upon, Cbeyond 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 will be missed or must be cancelled and rescheduled. If Cbeyond fails to provide access to its physical Collocation Space or fails to provide BellSouth/BellSouth Certified Supplier with a minimum of three (3) hours notice of the necessity to cancel and/or reschedule the appointment, then Cbeyond shall pay, for the missed meter reading a non-recurring charge as set forth in Exhibit B of this Attachment, and shall pay a non-recurring charge, as set forth in Exhibit B of this Attachment, and shall pay a non-recurring charge as set forth in this Attachment for each additional meter reading trip required to measure Cbeyond's power usage. If BellSouth or its BellSouth Certified Supplier fails to provide Cbeyond with a minimum of three (3) hours notice of the necessity to cancel and/or reschedule the

appointment, BellSouth shall not bill Cbeyond a non-recurring charge, as set forth in Exhibit B of this Attachment for such missed appointment, and shall waive the charge for the next additional meter reading trip required to measure Cbeyond's power usage.

- 9.1.3.1 For each new physical collocation arrangement for which Cbeyond desires the metered power usage measurement option, Cbeyond shall indicate on its Initial Application that the metered power usage measurement option is being elected. For each location that Cbeyond wants to convert to the metered power usage measurement option, Cbeyond will submit a Subsequent Application and agrees to include in the Comments section of the Subsequent Application the following comment:

This Subsequent Application is Cbeyond's certification that Cbeyond is opting to convert this physical collocation arrangement to the power usage measurement option and will permit BellSouth and/or the BellSouth Certified Supplier to use an ammeter or other measurement device to measure its actual power usage or, at BellSouth's election, provide BellSouth and/or the BellSouth Certified Supplier with access to Cbeyond's meter on Cbeyond's own BDFB(s) (if Cbeyond chooses to offer BellSouth that option), located in Cbeyond's physical Collocation Space, to measure actual power usage on all power feeds.

- 9.1.3.2 BellSouth will bill Cbeyond 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 requesting to convert a physical collocation arrangement to the metered power usage measurement option. BellSouth shall then arrange for the measurement of Cbeyond's actual power usage on each power feed (each A and B feed) once per quarter at each of Cbeyond's physical collocation arrangements for which Cbeyond has submitted an Initial or Subsequent Application electing the metered power usage option. Based upon the actual power usage measurement taken by BellSouth or the BellSouth Certified Supplier, BellSouth shall assess Cbeyond charges for AC power usage for the following quarter based upon Cbeyond's actual metered usage for each power feed (both the A and B 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 applicable AC power rate, set forth in Exhibit B of this Attachment, to determine the appropriate monthly recurring AC Usage charge that will be billed to Cbeyond for the following three (3) calendar months or until the next AC power usage measurement is taken, whichever is later.
- 9.1.3.3 Either Party, within fifteen (15) calendar days of notice of the usage measurement established by the scheduled meter reading, may challenge the accuracy of that reading by requesting a new reading. If Cbeyond requests that an unscheduled (prior

to the next scheduled quarterly power reading date) power usage reading be taken, then Cbeyond will be responsible for paying the "Additional Meter Reading Trip Charge" contained in Exhibit B of this Attachment. If BellSouth requests a power usage reading be taken in this instance, then Cbeyond will not be charged the "Additional Meter Reading Trip Charge" for the unscheduled meter reading. If the readings vary by more than ten (10)% or five (5) Amps, whichever is greater, the Parties shall work cooperatively to reconcile such discrepancies and establish the appropriate usage figure in a reasonable and expeditious manner. If there is no discrepancy between the readings of ten (10) % or five (5) Amps, whichever is greater, then the Party disputing the original meter reading shall pay the Additional Meter Reading Trip Charge contained in Exhibit B of this Attachment. If the readings do not vary outside these ranges, the initial reading will be used to calculate Cbeyond's AC Usage charge until the next scheduled power reading.

- 9.1.3.4 When Cbeyond submits the appropriate Initial or Subsequent Application indicating its desire to elect the power measurement usage option for a particular physical collocation arrangement in a specific central office, BellSouth will provide the associated Application Response pursuant to Section 6 of this Attachment. It will then be the responsibility of Cbeyond to submit a BFFO, indicating its desire to proceed with its request. After BellSouth receives the BFFO from Cbeyond, the Initial or Subsequent Application will be completed by BellSouth within the provisioning intervals contained in Section 7 of this Attachment and Cbeyond will be notified of the Space Ready Date or when the appropriate record and database changes have been made by BellSouth to reflect Cbeyond's election of the power measurement usage option (which will be considered the "Space Ready Date" for purposes of a Subsequent Application submitted to convert a particular physical collocation arrangement in a specific central office to the power measurement usage option). BellSouth will not permit Cbeyond to elect an earlier Space Acceptance Date than the Space Ready Date for any request submitted via a Subsequent Application for an existing physical collocation arrangement. When a Subsequent Application is used to elect the power measurement usage option and there are no other changes requested, billing for the recurring charges associated with the AC Usage and DC Power Infrastructure will begin upon the Space Ready Date. If Cbeyond occupies the space prior to the Space Ready Date, for Initial Application requests only, the date Cbeyond occupies the space will be deemed the new Space Acceptance Date and the billing for the AC Usage and DC Power Infrastructure will begin on that date. When Cbeyond elects to move to the power measurement usage option, the number of fused amps of DC Power infrastructure capacity requested by Cbeyond on its Initial or Subsequent Application will be used for calculating the number of amps to be billed for AC Usage until such time as BellSouth or its BellSouth Certified Supplier can perform, under the currently existing quarterly meter reading schedule, a reading of Cbeyond's power usage for the requested physical Collocation Space. As soon as this reading has been taken, BellSouth will adjust Cbeyond'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.

- 9.1.3.5 BellSouth shall assess Cbeyond a monthly recurring charge as set forth in Exhibit B of this Attachment for BellSouth's power plant infrastructure component of the DC power charges based upon Cbeyond's requested fused DC power amperage capacity, as reflected by Cbeyond on its Initial Application, as well as any Subsequent Applications (i.e., augment applications), for the particular collocation arrangement(s) being converted to or electing the power usage metering option for those central offices specified by Cbeyond.
- 9.1.4 Cbeyond agrees to notify BellSouth when it has removed or installed telecommunications equipment in Cbeyond's physical Collocation Space to ensure that the existing fused DC power capacity is sufficiently engineered to accommodate the power requirements associated with the installation of additional equipment in Cbeyond's physical Collocation Space. An associated change in power usage will be reflected in the next quarterly power measurement billing cycle.
- 9.1.5 BellSouth will bill Cbeyond a monthly recurring charge per physical Collocation Space for Cbeyond's physical collocation arrangements in each state, which reflects: 1) BellSouth's expenses to program the applicable billing systems to accept and process the power usage measurement option, 2) BellSouth's expenses associated with its workforce loading the measured power usage data into BellSouth's OSS and billing systems, and 3) the costs for BellSouth/BellSouth Certified Supplier to supply the clamp-on ammeter or other measurement device and perform the task of reading and recording Cbeyond's actual power usage at each requested physical collocation site. This "Meter Reading" monthly recurring rate element will be assessed to Cbeyond for the first twelve (12) power circuits (each A and B feed pair counts as two circuits), and then for each additional two (2) circuits, read by BellSouth or its BellSouth Certified Supplier, at the rates set forth in Exhibit B of this Attachment and based on whether the power meter is provided by BellSouth or its BellSouth Certified Supplier or Cbeyond.
- 9.2 When obtaining power from the BDFB, fuses and power cables (A&B) must be engineered (sized) and installed by Cbeyond's BellSouth Certified Supplier. Cbeyond is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB to Cbeyond's equipment. The BellSouth Certified Supplier contracted by Cbeyond must provide BellSouth with a copy of the engineering power specification prior to the day on which Cbeyond's equipment becomes operational. BellSouth will provide the common feeder cable support structure between the BellSouth BDFB and Cbeyond's Collocation Space. Cbeyond shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Cbeyond's Collocation Space, power cable feeds, and terminations of cable.
- 9.3 If Cbeyond elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed Cbeyond's DC Power Plant. Charges for AC power will be assessed per breaker ampere. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by Cbeyond's BellSouth Certified Supplier, with the exception that

BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Cbeyond's BellSouth Certified Supplier must also provide a copy of the engineering power specifications prior to the day on which Cbeyond's equipment becomes operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At Cbeyond's option, Cbeyond may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

- 9.4 Cbeyond 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 an option, Cbeyond 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 Cbeyond. Cbeyond's BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the National Electric Safety Code standards, in installing this power arrangement, just as BellSouth is required to comply with these codes. Cbeyond must submit an application to BellSouth for the appropriate amount of collocation space that Cbeyond requires to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the office for the installation of Cbeyond's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the central office 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. Cbeyond shall be responsible for the recurring charges associated with the central office space needed for collocation of this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, power meter, etc.). If there is no space available for this type of power arrangement in the requested central office, BellSouth may seek a waiver of these requirements from the state Commission for the central office requested. Cbeyond would still have the option to order its power needs directly from BellSouth.
- 9.5 BellSouth will revise monthly recurring power charges to reflect a power upgrade, upon notification of the completion of the upgrade by Cbeyond's BellSouth Certified Supplier. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from Cbeyond, certifying the completion of the power reduction. Notwithstanding the foregoing, if Cbeyond's BellSouth Certified Supplier has not removed or, at BellSouth's discretion, cut the power cabling within thirty (30) calendar days, the power reduction will not become

effective until the cabling is removed by Cbeyond's BellSouth Certified Supplier and Cbeyond shall pay the power rate applicable prior to the power reduction request for the period between the receipt of the Power Reduction Form and the date the power cabling is actually removed.

- 9.6 If Cbeyond requests a reduction in the amount of power that BellSouth is currently providing, Cbeyond must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Power Reconfiguration Only Application Fee as set forth in Exhibit B will apply. If modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response.
- 9.7 If Cbeyond 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 central office, Cbeyond must submit a Subsequent Application. BellSouth will respond to such application within seven (7) calendar days and a Subsequent Application fee will apply for this reconfiguration to a BellSouth BDFB.

10. Insurance

- 10.1 Cbeyond shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 10.2 Cbeyond shall maintain the following specific coverage:
- 10.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 10.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 10.3 All policies purchased by Cbeyond shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all Cbeyond's property has been removed from BellSouth's Premises, whichever period is longer. If Cbeyond fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Cbeyond.

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

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 10.5 Cbeyond must conform to recommendations made by BellSouth's fire insurance company, if capital expenditures are not required on Cbeyond's part, but only to the extent that BellSouth has agreed to, or shall hereafter agree, to such recommendations, to the extent applicable to BellSouth.
- 10.6 Self-Insurance. If Cbeyond's net worth exceeds five hundred million dollars (\$500,000,000), Cbeyond may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. Cbeyond shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Cbeyond in the event that self-insurance status is not granted to Cbeyond. If BellSouth approves Cbeyond for self-insurance, Cbeyond shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Cbeyond's corporate officers. The ability to self-insure shall continue so long as the Cbeyond meets all of the requirements of this Section. If Cbeyond subsequently no longer satisfies this Section, Cbeyond is required to purchase insurance as indicated by Sections 10.2.1 and 10.2.2.

11. Mechanics Liens

- 11.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Cbeyond), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

12. Inspections

12.1 BellSouth may conduct an inspection of Cbeyond's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Cbeyond's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Cbeyond adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Cbeyond with a minimum seventy-two (72) hours or three (3) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

13. Security and Safety Requirements

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

13.2 Cbeyond will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting reasonable and nondiscriminatory criteria defined by BellSouth.

13.3 Cbeyond shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the BellSouth Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and Cbeyond's name. BellSouth reserves the right to remove from a BellSouth Premises any employee of Cbeyond not possessing identification issued by Cbeyond or who has violated any of the reasonable and nondiscriminatory criteria outlined in BellSouth's CLEC Security Training documents. Cbeyond shall not hold BellSouth harmless for any damages resulting from such removal of its personnel from a BellSouth Premises. Cbeyond shall be solely responsible for ensuring that any Guest(s) of Cbeyond is in compliance with all subsections of this Section.

13.4 Cbeyond shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Cbeyond shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s).

BellSouth reserves the right to refuse building access to any Cbeyond personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Cbeyond chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Cbeyond may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

- 13.4.1 Cbeyond shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a felony for which they were convicted.
- 13.4.2 Cbeyond shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to a felony for which they were convicted.
- 13.5 For each Cbeyond employee or agent hired by Cbeyond within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Attachment, Cbeyond shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, Cbeyond will disclose the nature of the convictions to BellSouth at that time. In the alternative, Cbeyond may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
 - 13.5.1 For all other Cbeyond employees requiring access to a BellSouth Premises pursuant to this Attachment, Cbeyond shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 13.6 At BellSouth's request, Cbeyond shall promptly remove from BellSouth's Premises any employee of Cbeyond that BellSouth does not wish to grant access to its BellSouth Premises pursuant to any investigation conducted by BellSouth or prior to the initiation of an investigation if an employee of Cbeyond is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier in a material way. For purposes of this provision, material shall mean some action that could have a substantial impact on the operations, equipment or personnel of BellSouth or another collocated telecommunications carrier. Such investigation shall be commenced and completed by BellSouth as promptly and expeditiously as possible. The Parties shall cooperate and communicate, to the extent circumstances permit, to ensure that the Parties may take appropriate remedial measures.
- 13.7 Security Violations. Subject to limitations, if any, in a party's employment contract, each Party reserves the right to interview the other Party's employees, agents, or suppliers in the event of wrongdoing in or on BellSouth's property, or Cbeyond's

Collocation Space, or involving BellSouth's, Cbeyond's, or another collocated telecommunications carrier's property or personnel, provided that the Party shall provide reasonable notice to the other Party's designated security representative of such interview. Each Party and its suppliers shall reasonably cooperate with the other Party's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving such Party's employees, agents, or suppliers. Additionally, each Party reserves the right to bill the other Party for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that such Party's employees, agents, or suppliers are responsible for the alleged act. Each Party shall bill the other Party for the replacement or repair of property, as appropriate, which is stolen or damaged where an investigation determines the culpability of the other Party's employees, agents, or suppliers and where the other Party agrees, in good faith, with the results of such investigation. Each Party agrees that it shall notify the other Party in writing immediately in the event that it discovers one of its employees working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section.

- 13.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 13.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on BellSouth's Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 13.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.
- 13.11 BellSouth will use its best efforts to adequately secure the area which houses Cbeyond's equipment to prevent unauthorized entry. BellSouth will immediately notify Cbeyond's emergency contact of any actual or attempted security breaches to Cbeyond's collocation space to the extent BellSouth becomes aware of such breaches.

14. Destruction of Collocation Space

- 14.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Cbeyond's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the

terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Cbeyond's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Cbeyond, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Cbeyond may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If Cbeyond's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Cbeyond. Where allowed and where practical, Cbeyond may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Cbeyond shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Cbeyond's permitted use, until such Collocation Space and access to necessary power is fully repaired and restored and Cbeyond's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where Cbeyond has placed an Adjacent Arrangement pursuant to Section 3.4, Cbeyond shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

15. Eminent Domain

15.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day, or the day upon which the Collocation Space can no longer be used for interconnection and access to unbundled network elements, whichever is earlier, with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and Cbeyond shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

16. Nonexclusivity

16.1 Cbeyond understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all

such agreements shall be determined by space availability and made on a first come, first served basis.

17. Notice of Non-Emergency Work

- 17.1 BellSouth shall provide Cbeyond with written notice three (3) business days prior to those instances where BellSouth or its subcontractors may be performing non-emergency work that has a substantial likelihood of directly affecting the Collocation Space occupied by Cbeyond, or that is directly related to circuits that support Cbeyond equipment. BellSouth will inform Cbeyond by telephone of emergency related activity that BellSouth or its subcontractors may be performing that has a substantial likelihood of directly affecting the Collocation Space occupied by Cbeyond, or is directly related to circuits that support Cbeyond equipment. Notification of any emergency related activity shall be made as soon as practicable after BellSouth learns that such emergency activity is necessary so that Cbeyond can take any action required to monitor or protect its service.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

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

used, stored or abandoned at the BellSouth Premises by Cbeyond are owned by Cbeyond. Cbeyond will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by Cbeyond or different hazardous materials used by Cbeyond at a BellSouth Premises. Cbeyond must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Premises.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by Cbeyond to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Cbeyond will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Cbeyond will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Cbeyond must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Cbeyond shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the BellSouth Premises.

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

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, Cbeyond agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Cbeyond further agrees to cooperate with BellSouth to ensure that Cbeyond's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to

the specific Environmental function being performed by Cbeyond, its employees, agents and/or suppliers.

- 2.2 The most current version of the reference documentation must be requested from Cbeyond's BellSouth Regional Contract Manager (RCM) (f/k/a Account Team Collocation Coordinator – ATCC).

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, & 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	Std T&C 450

	Protection of BST employees and equipment	29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	Procurement Manager (CRES Related Matters)-BST Supply Chain Services Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A. August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

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

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

4. ACRONYMS

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

COLLOCATION - Florida											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	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																					
Application																					
	Physical Collocation - Initial Application Fee			CLO	PE1BA	2,785.00			1.20												
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA	2,236.00			1.20												
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect. Application Fee, per application			CLO	PE1DT	564.81															
	Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR	409.50															
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL	760.91			1.20												
Space Preparation																					
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.28															
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	171.12															
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	189.73															
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.61															
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.38															
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.50															
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	84.93															
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ	287.36															
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR	572.66															
Power																					
	Physical Collocation - Power, -48V DC Power, per Fused Amp Requested			CLO	PE1PL	7.80															
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.26															
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.53															
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	15.80															
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	36.47															
	Physical Collocation - Power - DC power, per Used Amp			CLO	PE1FN	10.69															
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																					
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ,UNCN X,UEA,UCL,UAL,UHL,UDN,UNCVX	PE1P2	0.0208	7.32	5.37	4.58	2.71											
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA,UHL,UNCVX,UNCDX,UCL,UDL	PE1P4	0.0416	8.00	5.75	5.00	2.69											
	Physical Collocation - DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S,UXTD1,ULOD1,USLEL,UNLD1,U1TD1,UNC1X,UEPSR,UEPSB,UEPSE,UEPSP,USL,UEPEX,UEPDX	PE1P1	0.3766	7.88	6.25	1.35	0.9699											
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNC3S,ULOD3,U1TS1,U1DS1,UNLD3,UEPEX,UEPDX,UEPSR,UEPSB,UEPSE,UEPSP	PE1P3	4.16	32.40	31.03	11.15	10.98											

COLLOCATION - Florida

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-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, ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	1.71	28.26	25.85	13.78	11.01												
	Physical Collocation - 4-Fiber Cross-Connect			ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	3.34	37.92	35.51	18.20	15.44												
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0008																
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0012																
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSF, UEPSB, UEPSX, UEP2C	PE1R2	0.0208	7.32	5.37	4.58	2.71												
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPPD	PE1R4	0.0416	8.00	5.75	5.00	2.69												
Security																						
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.65	22.05														
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.63	28.89														
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		55.62	35.73														
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0101																
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1		38.95															
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		8.84															
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		28.76															
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		23.28															
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		23.28															
CFA																						
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		79.52															
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	I	1515.00	S	973.64	255.35												
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		646.84		362.41													
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.11		10.80													
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		4.52		5.35													
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.81		18.73													
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		169.96		149.97													
	Physical Collocation, Cable Records, CAT5/RJ45			CLO	PE1C5		4.52		5.35													
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 DSO 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 - Florida										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	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		22.51								
	Physical Collocation Virtual to Physical Collocation In-Place, Per DS0 Circuit			CLO	PE1BP		22.51								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		32.73								
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		32.73								
Entrance Cable															
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	5.19									
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		994.12		43.84						
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.43								
VIRTUAL COLLOCATION															
Application															
	Virtual Collocation - Application Fee			AMTFS	EAFF		1,241.00		1.20						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect Application Fee, per application			AMTFS	VE1CA		564.81								
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		760.91		1.20						
Space Preparation															
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	5.28									
Power															
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.95									
	Virtual Collocation - Power, DC power, per Used Amp			AMTFS	VE1PF	10.69									
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, UNCXX	UEAC2	0.0201	7.32	5.37	4.58	2.71					
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0403	8.00	5.75	5.00	2.69					
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPFX, UEPD3	CNC1X	0.3786	7.88	6.26	1.35	0.9915					
	Virtual collocation - Special Access & UNE, cross connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNC3X, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X	4.16	32.40	31.03	11.15	10.98					
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	1.75	28.26	25.85	13.78	11.01					
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	3.50	37.92	35.51	18.20	15.44					
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0008									
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0012									
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSP, UEP2C	VE1R2	0.0201	7.32	5.37	4.58	2.71					

COLLOCATION - Florida

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(\$)			
													SOMECH	SOMAN	SOMAN	SOMAN
						Rec	Nonrecurring		Nonrecurring Disconnect							
							First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0403	8.00	5.75	5.00	2.69						
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR	79.52										
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	1515.00	973.64	256.35								
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB	646.84		362.41								
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC	9.11		10.80								
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD	4.82		5.35								
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE	15.81		18.73								
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF	169.96		149.97								
	Virtual Collocation Cable Records - CAT 5-RJ45			AMTFS	VE1BS	4.52		5.35								
Security	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX	33.65	22.05									
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX	44.63	28.89									
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX	55.62	35.73									
Maintenance	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	SPTX	54.05	22.05									
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM	72.18	28.89									
	Virtual collocation - Maintenance in CO - Premium, per half hour			AMTFS	SPTPM	90.31	35.73									
Entrance Cable	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX	1,473.00		43.84								
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	4.54										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA	612.23		270.35								
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	154.59										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD	23.28										
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR	223.91										
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE	73.39										
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR	208.02										
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT	33.65	22.05									
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT	44.63	28.89									
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT	55.62	35.73									
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	612.23		270.35								
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	154.59										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR	223.91										
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL	73.39										

Attachment 5
Access to Numbers and Number Portability

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. Non-Discriminatory Access to Telephone Numbers

- 1.1 During the term of this Agreement, where Cbeyond is utilizing its own switch, Cbeyond shall contact the North American Numbering Plan Administrator, NeuStar, for the assignment of numbering resources. In order to be assigned a Central Office Code, Cbeyond will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

2. Local Service Provider Number Portability – Permanent Solution (LNP)

- 2.1 The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.
- 2.2 If Cbeyond requests to negotiate local switching pursuant to Attachments 1 and Attachment 2 of this Agreement, the Parties also will negotiate appropriate elements to this Attachment.
- 2.3 To limit service outage, BellSouth and Cbeyond will adhere to the process flows and cutover guidelines for porting numbers as outlined in the LNP Reference Guide. The LNP Reference Guide, incorporated herein by reference, is accessible via the Internet at the following site: <http://www.interconnection.bellsouth.com>. All intervals referenced in the LNP Reference Guide shall apply to both BellSouth and Cbeyond.
- 2.4 The Parties will set Location Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.5 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.
- 2.6 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the customer.
- 2.7 BellSouth and Cbeyond will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.

3. Operational Support System (OSS) Rates

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

Attachment 6
Pre-Ordering, Ordering, Provisioning,
Maintenance and Repair

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1.1 Nondiscriminatory Access. BellSouth shall provide to Cbeyond nondiscriminatory access to its Operations Support Systems (OSS) and the information contained therein in order that Cbeyond can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing in accordance with FCC and Commission rules and orders. Detailed guidelines for ordering and pre-ordering are set forth in the Local Ordering Handbook (LOH) on the interconnection web site, <http://interconnection.bellsouth.com/guides/html/leo.html>, for maintenance and repair at http://www.interconnection.bellsouth.com/guides/html/other_guides.html and for billing at <http://www.interconnection.bellsouth.com/guides/html/billing.html>. Except where otherwise required by Commission order, where practicable, BellSouth will notify Cbeyond of changes to ordering, preordering, provisioning, maintenance and repair, and billing interfaces and business rules via the appropriate BellSouth web site thirty (30) calendar days prior to such changes. In addition, BellSouth will use its commercially reasonable efforts, upon Cbeyond's request to BellSouth's Interconnection Services (ICS) website group at wmag@bellsouth.com, to provide such notices via e-mail to the address specified by Cbeyond.

1.2 For those provisioning functions that are not covered by the following Sections 1.2.1 and 1.2.2, BellSouth shall provision services during its regular working hours/Overtime as described below:

Regular Working Hours For purposes of this Agreement, BellSouth's regular working hours for provisioning are defined as follows:

Monday – Friday – 8:00 a.m. – 5:00 p.m. (Excluding Holidays)	(Resale/UNE non-coordinated, coordinated orders and order coordinated-time specific)
Saturday - 8:00 a.m. – 5:00 p.m. (Excluding Holidays)	(Resale/UNE non-coordinated orders)

The above hours represent the hours, either Eastern or Central Time, of the location where the customer is located and the physical work associated with providing service to that customer is being performed.

1.2.1 BellSouth's Customer Wholesale Interconnection Network Services (CWINS) Centers will provide installation, maintenance and repair services in accordance

with the hours-of-operation provisions found at BellSouth's interconnection website at: www.interconnection.bellsouth.com/centers/html/cwins.html, and as specified in Sections 4.1 and 5.1 of the Operational Understanding, found at BellSouth's interconnection website at: www.interconnection.bellsouth.com/guides/html/other_guides.html.

- 1.2.2 BellSouth will provide access to the Local Carrier Service Centers (LCSC) in accordance with the hours-of-operation provisions found at BellSouth's interconnection website at: www.interconnection.bellsouth.com/contact/index.html.
- 1.3 To the extent Cbeyond requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or project manager to work outside of regular working hours, overtime billing charges pursuant to Section A2.3.15 of BellSouth's General Subscriber Services Tariff for the applicable state shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or project manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of Cbeyond, BellSouth will not assess Cbeyond additional charges beyond the rates and charges specified in this Agreement.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

- 2.1 BellSouth shall provide Cbeyond access to operations support systems (OSS) functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of Cbeyond to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for Cbeyond's access and use of BellSouth's electronic interfaces are set forth at www.interconnection.bellsouth.com/guides/html/lens_tafi.html (Programming Interfaces) and are incorporated herein by reference.
- 2.1.1 For each OSS system training class offered by BellSouth, BellSouth shall make available one free seat per year. Job aids for updates to such OSS training information are available to Cbeyond on the BellSouth Website.
- 2.1.2 Single Point of Contact/Blanket LOA. Cbeyond will be the single point of contact with BellSouth for ordering activity for network elements and other services used by Cbeyond to provide services to its customers, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected customer. Cbeyond and BellSouth shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of end-user authorization will not be necessary with every request. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization requests, provided, however, that such processes shall comply with applicable FCC and Commission rules and orders.

- 2.1.3 Pre-Ordering. In accordance with FCC and Commission rules and orders, BellSouth will provide electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Access is provided through the Local Exchange Navigation System (LENS) interface and the Telecommunications Access Gateway (TAG) interface. Customer record information includes customer specific information in CRIS and RSAG. Cbeyond shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable.
- 2.1.3.1 Subject to the same exclusions that apply to BellSouth's delivery of CSRs, Cbeyond shall use commercially reasonable efforts to provide to BellSouth access to CSRs within forty-eight (48) hours of a complete and accurate request, exclusive of Saturdays, Sundays and Holidays.
- 2.1.4 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. The Parties will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided.
- 2.1.4.1 Notice of Noncompliance. If, after receipt of a requested LOA, the requesting Party determines that the other Party has accessed CSR information without having obtained the proper customer authorization, or, if no LOA is provided by the seventh (7th) business day after such request has been made, the requesting Party will send written notice by email to the other Party specifying the alleged noncompliance.
- 2.1.4.2 Disputes over Alleged Noncompliance. In its written notice to the other Party (with an additional copy to be sent by email to all notice recipients designated in the General Terms and Conditions), the alleging Party will state that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if such use is not corrected or ceased by the fifth (5th) calendar day following the date of the notice. In addition, the alleging Party may, at the same time, provide written notice (with an additional copy to be sent by email to all notice recipients designated in the General Terms and Conditions) to the person designated by the other Party to receive notices of noncompliance that the alleging Party may terminate the provision of access to ordering systems to the other Party and may discontinue the provisioning of existing services if such use is not corrected or ceased by the tenth (10th) calendar day following the date of the initial notice. If the other Party disagrees with the alleging Party's allegations of unauthorized use, the alleging Party shall not invoke any remedy specified in this paragraph and shall instead proceed pursuant to the dispute resolution provisions set forth in the General Terms and Conditions. All such information obtained through the process set forth in this Section 2.1.4 shall be deemed information covered by the Proprietary and Confidential Information Section in the General Terms and Conditions of this Agreement.

2.1.5 Service Ordering and Provisioning. BellSouth will provide the capability to place orders electronically and/or manually. Cbeyond can determine if orders can be placed electronically for a certain product by reviewing the Flow Through Matrix found on BellSouth's Performance Measurement Analysis Platform (PMAP) site located at <http://pmap.bellsouth.com/content/documentation.aspx> and Section 2.5 of the BellSouth Local Exchange Ordering (LEO) Implementation Guide, Volume 1 located at <http://interconnection.bellsouth.com/guides/html/leo.html/gleoo001/indexf.htm>.

Electronic ordering will be made available via a single interface for ordering and pre-ordering or the integration of a pre-ordering and ordering interface. Cbeyond may integrate the EDI interface or the TAG ordering interface with the TAG pre-ordering interface. In addition, BellSouth will provide integrated pre-ordering and ordering capability through the LENS interface for non-complex and certain complex resale service requests and certain network element requests. Facsimile and e-mail shall not be considered electronic interfaces. If at any time such interfaces are not available to make placement of an electronic local service request (LSR) possible, Cbeyond may use the manual LSR process for the ordering of all services and network elements and any combination thereof. Such manual LSRs must be submitted via facsimile except when pre-arranged with BellSouth to mail manual LSRs of over one hundred (100) pages. In the case of outages of BellSouth's OSS interfaces, Cbeyond will be assessed the lower electronically submitted OSS rate if Cbeyond must submit LSRs manually during periods of systems outages by complying with the rules specified in the Local Ordering Handbook located at <http://www.interconnection.bellsouth.com/guides/leo/pdf/gleoo001.pdf>. BellSouth will make available the CLEC OSS ordering interface for the purpose of exchanging order information, including CSOTS order status and completion notification, for non-complex and certain resale requests, certain network elements and network element combinations.

2.1.5.1 Order Modification Charges. If Cbeyond modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be paid by Cbeyond at the rates as set forth in Exhibit A of Attachment 2 of this Agreement.

2.1.6 Maintenance and Repair. Cbeyond may report and monitor service troubles and obtain repair services from BellSouth via electronic interfaces. BellSouth provides several options for electronic trouble reporting. For exchange services, BellSouth offers Cbeyond non-discriminatory access to the Trouble Analysis Facilitation Interface (TAFI). In addition, BellSouth offers an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth provides non-discriminatory trouble reporting via the ECTA Gateway. BellSouth provides Cbeyond an estimated time to repair, an appointment time or a commitment time, as

appropriate, on trouble reports. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth and Cbeyond agree to adhere to BellSouth's Operational Understanding, as incorporated herein by reference. The Operational Understanding may be accessed via the Internet at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm.

- 2.1.7 Both Parties shall work cooperatively if required to isolate and clear troubles that cannot be isolated to a particular Party's network, subject to the applicable procedure of BellSouth's Operational Understanding.
- 2.1.7.1 When troubles cannot be clearly isolated to either Party's facilities and equipment, each Party will agree to test cooperatively with the other Party to assist in trouble isolation to a specific Party's facilities and equipment as set forth in Section 2.3.13 of BellSouth's FCC Tariff No. 1. If Cbeyond performs testing of its facilities and submits a trouble ticket to BellSouth indicating a trouble exists on BellSouth's network, then BellSouth will perform the required testing on its network to identify and correct the trouble reported by Cbeyond. If BellSouth does find that a trouble exists on its network after it has performed the required testing of its facilities, then BellSouth will take the necessary action to repair its facilities to eliminate the trouble and Cbeyond will not be charged for submission of the trouble ticket. If BellSouth cannot identify a trouble located on its network, then BellSouth will assess Cbeyond the applicable charge as set forth in Exhibit A of Attachment 2, based on the amount of time, in half-hour increments, it takes a BellSouth technician to complete the appropriate testing. If Cbeyond performs additional testing of the same facilities and finds that the trouble has not been eliminated and does not reside on Cbeyond's network, then Cbeyond shall submit an additional trouble ticket to BellSouth. If, after testing has been performed by BellSouth, the trouble is actually determined to be on BellSouth's network, BellSouth will not charge Cbeyond for the submission of the trouble ticket. BellSouth shall also credit Cbeyond's account for the amount of the original charge on this same facility, in accordance with Section 1.12 of Attachment 2.
- 2.1.8 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Change Control Process (CCP). Guidelines for this process are set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html.
- 2.1.9 BellSouth's Versioning Policy for Electronic Interfaces. BellSouth's Versioning Policy is part of the Change Control Process (CCP). Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its EDI and TAG electronic interfaces. The Versioning Policy, including the appropriate notification to Cbeyond, is set forth in the CCP document. The CCP document may be accessed via the Internet at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html.

- 2.10 Rates. BellSouth shall bill Cbeyond OSS rates pursuant to the rates, terms, and conditions for OSS as set forth in Exhibit A of Attachment 2 of this Agreement. Cbeyond shall bill BellSouth a single manual OSS charge per local service request associated with the 'port back' of a telephone number to BellSouth as set forth in Exhibit A of Attachment 2 of this Agreement until such time as electronic ordering is provided by Cbeyond to BellSouth at which time the applicable electronic OSS charge set forth in Exhibit A to Attachment 2 of this Agreement would apply. To the extent Cbeyond performs another OSS function for BellSouth that BellSouth performs for Cbeyond pursuant to the agreement, the Parties shall amend this Agreement to include such function subject to the same rates, terms and conditions that apply to BellSouth under this Agreement.

The electronic OSS Charges rather than the manual ordering charges shall apply to a local service request submitted by Cbeyond when BellSouth's electronic interface normally utilized by Cbeyond is unavailable for reasons other than scheduled maintenance. In order to receive the electronic OSS charge Cbeyond must follow the procedure outlined in BellSouth's local ordering handbook (LOH), <http://interconnection.bellsouth.com/guides/html/leo.html>, for every manually submitted LSR.

3. MISCELLANEOUS

- 3.1 Pending Orders. Orders placed in the hold or pending status by Cbeyond will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, Cbeyond shall be required to submit a new service request. Incorrect or invalid requests returned to Cbeyond for correction or clarification will be held for thirty (30) days. If Cbeyond does not return a corrected request within thirty (30) days, BellSouth will cancel the request.
- 3.2 Neither BellSouth nor Cbeyond shall prevent or delay an end-user from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 3.2.1 BellSouth shall provide access to customer service records (CSRs), Firm Order Confirmations (FOCs) and Local Service Request (LSR) rejects within the intervals set forth in Attachment 9 of this Agreement.
- 3.2.2 Subject to the same exclusions that apply to BellSouth's delivery of a FOC, Cbeyond shall use commercially reasonable efforts to return a FOC to BellSouth, for purposes of porting a number for noncomplex orders within forty-eight (48) hours exclusive of Saturdays, Sundays, and Holidays, after Cbeyond's receipt of a complete and accurate LSR from BellSouth.
- 3.2.3 Subject to the same exclusions that apply to BellSouth's delivery of a Reject Response, Cbeyond shall use commercially reasonable efforts to provide a Reject Response to BellSouth, for noncomplex orders, within forty-eight (48) hours, exclusive of Saturdays, Sundays and Holidays, after BellSouth's submission of an LSR which is incomplete or inaccurate.
- 3.3 Use of Facilities. When a customer of Cbeyond elects to discontinue service and to transfer service to another local exchange carrier, including BellSouth,

BellSouth shall have the right to reuse the facilities provided to Cbeyond by BellSouth. BellSouth will notify Cbeyond that such a request has been processed after the disconnect order has been completed. Such notification will be provided via Cbeyond's line loss notification report, which can be found on the PMAP web site at <http://pmap.bellsouth.com.aspx> and is updated on a daily basis except for Sundays. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received a request to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.

- 3.4 Contact Numbers. The Parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier (IXC) (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will in all possible instances provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining customer billing account and other customer information required under subscription requirements.
- 3.5.1 When Cbeyond's customer, served by resale or loop and port combinations, changes its PIC or LPIC, and per BellSouth's FCC or state tariff the interexchange carrier elects to charge the customer the PIC or LPIC change charge, BellSouth will bill the PIC or LPIC change charge to Cbeyond, which has the billing relationship with that customer, and Cbeyond may pass such charge to the customer.
- 3.6 Cancellation Charges. If Cbeyond cancels a request for UNEs or resold services, any costs incurred by BellSouth in conjunction with the provisioning of that request will be recovered in accordance with the cancellation methodology set forth in the Cancellation Charge Percentage Chart found on BellSouth's Interconnection Web site. In addition, BellSouth reserves the right to assess cancellation charges if Cbeyond fails to respond within nine (9) business days to a Missed Appointment order notification.

Notwithstanding the foregoing, if Cbeyond places an LSR based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the UNEs requested and another spare compatible facility cannot be found with the transmission characteristics of the UNEs originally requested, cancellation charges described in this Section shall not apply.

Where Cbeyond places a single LSR for multiple UNEs or services based upon loop makeup information, and information as to some, but not all, of the UNEs or services is inaccurate, if BellSouth cannot provision the UNEs or services that were the subject of the inaccurate loop makeup information, Cbeyond may cancel its requests for those network elements or services without incurring cancellation charges as described in this section. In such instance, should Cbeyond elect to cancel the entire LSR, cancellation charges as described in this Section shall

apply to those elements and services that were not the subject of inaccurate loop makeup.

- 3.6.1 Where Cbeyond places a single LSR for multiple DS1 Loops or multiple DS1 EELs to the same customer and to the same customer location all on the same LSR, upon BellSouth's notification to Cbeyond that BellSouth cannot provision each of the DS1 Loops or each DS1 EEL on such LSR, Cbeyond, at its sole discretion, may cancel its request, during the period the order is in pending facility status, for all or any subset of its request on the LSR without incurring any cancellation charges as they relate to the DS1 Loops or DS1 EELs ordered on the LSR. If Cbeyond provides cancellation notice after a rescheduled due date has been established, then the cancellation methodology set forth in the Cancellation Charge Percentage Chart found on BellSouth's Interconnection Web site shall apply.
- 3.7 Service Date Advancement Charges (a.k.a. Expedites). Service Date Advancement charges will be imposed by the providing Party for intervals requested by the requesting Party of less than the standard interval as outlined in the Party's Product and Services Interval Guide. The charges are as set forth in Attachment 2 of this Agreement.
- 3.8 Missed Due Dates. In the case of a missed due date, the Parties shall work cooperatively to complete the order as soon as possible. In the event that a missed due date is one associated with a Service Date Advancement request, Service Date Advancement Charges will not apply if the provisioning Party fails to complete the order prior to the standard interval or a negotiated interval. When the missed due date is the fault of Cbeyond or its customer, subsequent order processing fees will apply. When it is a BellSouth error, subsequent order processing fees will not apply.
- 3.9 Mass Migration of Customers. BellSouth will cooperate with Cbeyond to accomplish mass migrations of customers expeditiously and on terms that are reasonable and nondiscriminatory.
- 3.10 Converting between wholesale services to UNEs or UNE Combinations should be a seamless process that does not effect the customer's perception of services quality.

Attachment 7
Billing

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BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

- 1.1 **Billing.** BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information System (CRIS) depending on the particular service(s) provided to Cbeyond under this Agreement. BellSouth will format all bills in Carrier Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service ordered and provided. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the applicable industry forum. BellSouth will provide proper and sufficient notice to Cbeyond.
- 1.1.1 For any service(s) BellSouth receives from Cbeyond, Cbeyond shall bill BellSouth in CBOS or SECAB format in accordance with industry standards.
- 1.1.2 BellSouth will render bills each month on established bill days for each of Cbeyond's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at a reasonable cost.
- 1.1.3 BellSouth will bill Cbeyond in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears. BellSouth may back bill up to two (2) years in Florida by giving notice of its intent to back bill within one (1) year subject to the following provisions of Section 1.1.3.1 below.
- 1.1.3.1 Notwithstanding the foregoing, both Parties recognize that situations exist which may necessitate notice of intent to back bill beyond one (1) year and to the extent not bound by the applicable limitations period. These exceptions are:
- Charges connected with jointly provided services whereby meet point billing guidelines require either party to rely on records provided by a third party and such records have not been provided in a timely manner;
 - Charges incorrectly billed due to erroneous information supplied by the non-billing Party.
- 1.1.4 BellSouth will not perform billing and collection services for Cbeyond as a result of the execution of this Agreement.
- 1.1.5 In the event that this Agreement or an amendment to this Agreement effects a rate change to recurring rate elements that are billed in advance, BellSouth will make an adjustment to such recurring rates billed in advance at the previously effective rate. The adjustment shall reflect billing at the new rates from the Effective Date of the Agreement or set forth in an amendment.

- 1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate regulatory agency, Cbeyond will provide the appropriate BellSouth advisory team/local contract manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services, Collocation and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Numbers (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, Cbeyond may not order services under a new account established in accordance with this Section 1.2 until thirty (30) days after all information specified in this Section 1.2 is received from Cbeyond. Notwithstanding the foregoing, this Section shall have no impact on Cbeyond, if Cbeyond already has established accounts with BellSouth in a particular state.
- 1.3 Company Identifiers. If Cbeyond needs to change, add to, eliminate or convert its OCNs, ACNA(s) or other identifying codes ("Company Identifiers") under which it operates when Cbeyond has already been conducting business utilizing those Company Identifiers, Cbeyond shall bear all costs incurred by BellSouth to convert Cbeyond to the new Company Identifiers. Company Identifiers conversion charges include the time required to make system updates to all of Cbeyond's customer records and will be handled in a separately negotiated agreement or as otherwise required by BellSouth.
- 1.4 Payment Responsibility. Subject to the provisions of Section 2 of this Attachment, each Party shall be responsible for and make payment for all charges billed. Payments made by each Party to the other Party as payment on an account will be credited to the billed Party's accounts receivable master account. Neither Party will become involved in billing disputes that may arise between the other Party and its customers.
- 1.5 Payment Due Date Payment for services billed in a timely manner will be due on or before the next monthly bill date (Payment Due Date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 1.6 Due Dates. If the Payment Due Date falls on a Sunday or on a holiday that is observed on a Monday, the Payment Due Date shall be the first non-holiday day following such Sunday or holiday. If the Payment Due Date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the Payment Due Date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the Payment Due Date, a late payment charge, as set forth in Section 1.8, below, shall apply.
- 1.7 Tax Exemption. Upon BellSouth's receipt of tax exemption certificate, the total amount billed to Cbeyond will not include those taxes or fees from which Cbeyond

is exempt. Cbeyond will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the customer of Cbeyond.

- 1.8 Late Payment. Subject to the provisions of Section 1.9 below, if any portion of the payment is received by the billing Party after the Payment Due Date, as set forth in Section 1.5 above, or if any portion of the payment is received by the billing Party in funds that are not immediately available to the billing Party, then a late payment charge shall be due to the billing Party. The late payment charge shall be in an amount equal to the amount not received by the Payment Due Date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the GSST, Section B2 of the Private Line Service Tariff or Section 2 of the FCC Tariff #1, as appropriate. In addition to any applicable late payment charges, Cbeyond may be charged a fee for all returned checks pursuant to applicable state law.
- 1.9 Discontinuing Service. The procedures for discontinuing service are as follows:
- 1.9.1 Each Party reserves the right to suspend or terminate service in the event of prohibited, unlawful or, in the case of resold services, improper use of the other Party's facilities or service (e.g. making calls in a manner reasonably to be expected to frighten, abuse, torment or harass another, etc.) as described under the providing Party's tariff, abuse of the other Party's facilities, or any other violation or noncompliance with this Agreement and/or each Party's tariffs where applicable. Upon detection of such use, the detecting Party will provide written notice to the other Party that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if such use is not corrected or ceased by the fifteenth (15th) calendar day following the date of the notice. In addition, the detecting Party may, at the same time, provide written notice to the person designated by the other Party to receive notices of noncompliance that the detecting Party may terminate the provision of such existing services to the other Party if such use is not corrected or ceased by the thirtieth (30th) calendar day following the date of the initial notice. Notwithstanding the foregoing, if the Party that receives the notice disagrees with the issuing Party's allegations of prohibited, unlawful or improper use, it shall provide written notice to the issuing Party stating the reasons therefor. Upon delivery of such notice of dispute, the foregoing provisions regarding suspension and termination will be stayed, and the Parties shall work in good faith to resolve any dispute over allegations of prohibited, unlawful or improper use. If the Parties are unable to resolve such dispute amicably, the issuing Party shall proceed, if at all, pursuant to the dispute resolution provisions set forth in the General Terms and Conditions.
- 1.9.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the bill date in the month after the original bill date, BellSouth will provide written notice to Cbeyond that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access

to ordering systems may be suspended if payment of such amounts, and all other amounts not in dispute that become past due subsequent to the issuance of the written notice (“Additional Amounts Owed”), is not received by the fifteenth (15th) calendar day following the date of the notice. In addition, BellSouth may, at the same time, provide written notice that BellSouth may discontinue the provision of existing services to Cbeyond if payment of such amounts, and all other Additional Amounts Owed that become past due subsequent to the issuance of the written notice, is not received by the thirtieth (30th) calendar day following the date of the initial notice. Upon request, BellSouth will provide information to Cbeyond of the Additional Amounts Owed that must be paid prior to the time periods set forth in the written notice to avoid suspension of access to ordering systems or discontinuance of the provision of existing services as set forth in the initial written notice.

- 1.9.3 In the case of discontinuance of services, all billed charges, as well as applicable termination charges, shall become due.
- 1.9.3.1 Discontinuance of service on Cbeyond's account will effect a discontinuance of service to Cbeyond's customer. BellSouth will reestablish service for Cbeyond upon payment of all past due charges and the appropriate connection fee subject to BellSouth's normal application procedures. Cbeyond is solely responsible for notifying the customer of the discontinuance of the service. If within fifteen (15) days after Cbeyond's service has been discontinued and no arrangements to reestablish service have been made consistent with this subsection, Cbeyond's service will be disconnected.
- 1.9.4 The Parties will comply with the applicable FCC and Commission rules and orders relating to suspension, discontinuance and termination of service. Upon termination of service on the billed Party's account, such service to billed Party's customers will be denied. The billed Party is solely responsible for notifying the customer of the proposed disconnection of the service. The billing Party will reestablish service for the billed Party upon payment of all past due charges and the appropriate connection fee subject to the billing Party's normal application procedures.
- 1.10 Deposit Policy. BellSouth reserves the right to secure the accounts of new CLECs, which are defined as entities with no existing relationship with BellSouth in any state for the purchase of wholesale services as of the Effective Date, and existing CLECs, which are defined as entities with an existing relationship with BellSouth in any state for the purchase of wholesale services as of the Effective Date, with a suitable form of security pursuant to this Section. Cbeyond may satisfy the requirements of this Section through the presentation of a payment guarantee with terms acceptable to BellSouth executed by a company with a credit rating of greater than or equal to 5A1. Upon request, Cbeyond shall complete a credit profile in the form currently posted on the BellSouth interconnection website, or some similar form requesting substantially the same information.
- 1.10.1 If Cbeyond emerges from bankruptcy during the term of this Agreement, BellSouth may treat Cbeyond, for purposes of establishing new security on its accounts, as a new CLEC. Notwithstanding the foregoing, if Cbeyond's pre-petition debt with

BellSouth is cured 100%, Cbeyond shall be treated as an existing CLEC for purposes of establishing security on its accounts.

- 1.10.2 The security required by BellSouth shall take the form of cash, an Irrevocable Letter of Credit (BellSouth Form), or Surety Bond (BellSouth Form). The amount of the security shall not exceed two (2) month's estimated or actual billing for new CLECs; or one (1) month's estimated or actual billing for services billed in advance and two (2) month's estimated or actual billing for services billed in arrears under the Agreement for existing CLECs, based on average monthly billings for the most recent six (6) month period. Interest shall accrue per the appropriate BellSouth tariff on cash deposits.
- 1.10.3 Any such security shall in no way release Cbeyond from its obligation to make complete and timely payments of its bills, subject to the bill dispute procedures set forth in Section 2.
- 1.10.4 BellSouth may secure the accounts of existing CLECs where an existing CLEC does not meet all of the following factors. Application of and analysis to determine a reasonable amount of deposit based on such factors shall be reasonable and not arbitrary, and must take into account the totality of financial circumstances. Failure to meet one (1) or more of the following factors shall not automatically trigger, but may trigger, upon review, a maximum deposit.
 - 1.10.4.1 Cbeyond must have a good payment history, based upon the preceding twelve (12) month period. A good payment history shall mean that less than ten per cent (10%) of the non-disputed receivable balance is received past the Due Date.
 - 1.10.4.2 The existing customer's liquidity status, based upon a review of EBITDA, is EBITDA positive for the prior four quarters of financials (reported, if a publicly traded company) excluding any nonrecurring charges or special restructuring charges.
 - 1.10.4.3 If the existing CLEC has a current bond rating of BBB or above, or if the existing CLEC has no bond rating or a current bond rating between CCC and BB and meets the following criteria for the last Fiscal Year End and for the prior four quarters of financials (reported, if a publicly traded company):
 - 1.10.4.3.1 Free cash flow positive;
 - 1.10.4.3.2 Positive tangible net worth; and
 - 1.10.4.3.3 Debt/tangible net worth rating of 2.5 or better.
- 1.10.5 Upon notice of default of a bank (or other loan provider's) debt covenant and upon Cbeyond's failure to either cure or obtain a waiver from such default within seven (7) calendar days of such notice of default, BellSouth may utilize the remedies set forth in subsection 1.10.6 unless Cbeyond can demonstrate to the reasonable satisfaction of BellSouth that Cbeyond has ample liquidity to fund said debt should the debt payment obligation become accelerated.
- 1.10.6 If, at any time during the term of this Agreement, Cbeyond fails to comply with the requirements of Section 1.10.5, BellSouth shall provide notice to Cbeyond of

BellSouth's intent to implement this section 1.10.6 and shall provide Cbeyond five (5) business days from the date of the notice for Cbeyond to inform BellSouth whether Cbeyond shall comply with subsection 1.10.6.1 or subsection 1.10.6.2. In the event Cbeyond fails to make an election within the five (5) business day interval set forth in this section BellSouth will implement section 1.10.6.2.

- 1.10.6.1 Cbeyond shall secure accounts with a two (2) months deposit of average billing for services billed for the last twelve (12) months. Said deposit shall be paid to BellSouth within thirty (30) days from the date of BellSouth notice pursuant to subsection 1.10.6.
- 1.10.6.2 If Cbeyond fails to comply with the requirements of Section 1.10.6.1 or elects this subsection pursuant to section 1.10.6, BellSouth will provide Cbeyond with two (2) business day's notice of default of this subsection 1.10.6. If Cbeyond fails to cure said default within the two (2) business day notice period, BellSouth shall have the right to begin termination of services provided under this Agreement in accordance with the provisions contained within this Agreement and in compliance with Commission and FCC requirements as applicable.
- 1.10.7 Upon request by Cbeyond for a review or upon annual review by BellSouth of Cbeyond's credit worthiness, as set forth in Section 1.10.4, Cbeyond may be entitled to a full, partial or no refund of its existing deposit or BellSouth may request an additional amount for deposit in accordance with the provisions of Section 1.10. If such review indicates that Cbeyond meets the criteria set forth in section 1.10.4, Cbeyond shall be entitled to a full return/refund of its deposit within two (2) business days for a letter of credit or surety bond and within two (2) billing cycles for cash deposits.
- 1.10.8 In the event Cbeyond fails to remit a deposit to BellSouth as requested pursuant to Section 1.10 within thirty (30) days of BellSouth's request, or Cbeyond fails to remit a deposit agreed to by the parties within thirty (30) days of such agreement, service to Cbeyond may be terminated in accordance with the terms of Section 1.9 and subtending sections of this Attachment, and any security deposits will be applied to Cbeyond's account(s). Notwithstanding the forgoing, in the event Cbeyond disputes the need for or amount of deposit requested, BellSouth may not proceed with any termination of Cbeyond's service pursuant to this Section while such dispute remains unresolved. Any disputes regarding deposit amounts requested by BellSouth shall be addressed as set forth in Section 1.10.9 below.
- 1.10.9 The Parties will work together to determine the need for and amount of a reasonable deposit. If the Parties are unable to agree on a request for additional amounts or a deposit refund, either Party may file a petition for resolution of the dispute and both Parties shall cooperatively seek expedited resolution of such dispute. Nothing shall prevent either party from requesting the Commission to require posting of a bond during the pendency of the proceeding and nothing shall prevent either party from opposing Commission grant of such request. In the event an effective order resolves the dispute, deposit adjustments will be made within thirty (30) days of an effective

order. If such adjustment is not made within thirty (30) days of an effective order, either party may take action to terminate pursuant to Section 1.9.

- 1.11 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from Cbeyond, shall be forwarded to the individual(s) identified as the contact(s) for such notices in the General Terms and Conditions of this Agreement. The notice of discontinuance of services purchased by Cbeyond under this Agreement provided for in Section 1.9.1 of this Attachment shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.
- 1.12 Rates. Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), Enhanced Optional Daily Usage File (EODUF) and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. **BILLING DISPUTES**

- 2.1 Each Party agrees to notify the other Party in writing electronically upon the discovery of a billing dispute. Each Party shall report all billing disputes to the other Party using either the Mass Dispute spreadsheet format for multiple disputes or the Billing Adjustment Request (BAR) form attached hereto as Exhibit B.
- 2.1.1 Confirmation of the receipt of a dispute filed via the BAR form or multiple disputes filed via the Mass Dispute spreadsheet format will be sent by the billing Party to the disputing Party via the same medium used in filing the dispute(s). An automatic response will be provided for those filed electronically and a response will be provided within three (3) business days for those filed via fax. Both Parties will use the Claim Number inserted on the BAR or the Mass Dispute spreadsheet format as the indicator of the appropriate dispute in question.
- 2.1.2 All Valid Disputes, as defined in Section 2.2 below, shall be posted so as to remove disputed amounts from the collections process prior to that process being initiated.
- 2.1.3 Upon request by either Party, the other Party will provide a spreadsheet containing a current list of open disputes along with the requesting Party's audit/claim number listed on the BAR form, the requesting Party's audit/claim number that is assigned to the dispute, and the disputed dollar amount. The Parties shall engage in mutually agreed upon meetings, no less frequent than quarterly, if requested by either Party, to discuss the status of the open disputes. If the billed Party disagrees with the resolution of the dispute by the billing Party, the Parties agree to use the existing escalation procedures between the Parties to resolve the dispute. If the Parties are unable to resolve the dispute through escalation, either Party may initiate the dispute resolution process.
- 2.1.4 To the extent necessary in order to resolve billing disputes, the Parties shall engage in face-to-face meetings no more frequently than every six (6) months, unless

otherwise mutually agreed by the Parties, for the purpose of resolving billing disputes. Unless otherwise mutually agreed upon by the Parties the meeting shall be held at a mutually convenient time at a BellSouth location, selected by BellSouth, to which Cbeyond agrees to travel at its expense.

- 2.1.5 In the event of a billing dispute, the Parties will use commercially reasonable efforts to resolve the dispute within sixty (60) calendar days of the notification date. BellSouth has provided a contact name and escalation spreadsheet by appropriate center based upon service type of the dispute at <http://interconnection.bellsouth.com/forms/html/billing&collections.html> to assist in this effort. Unless mutually agreed otherwise, if the Parties are unable within the sixty (60) calendar day period to reach resolution, then the unresolved dispute will be resolved in accordance with the dispute resolution provisions in the General Terms and Conditions of this Agreement.
- 2.1.6 Notwithstanding the foregoing, new billing disputes may not be filed pertaining to a bill when a period of two (2) years from the bill issue date has elapsed.
- 2.2 For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to this Section 2, of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and, to the extent possible, supported by relevant, written documentation (including e.g. reference to or copies of the relevant bill pages), which clearly shows the basis for disputing charges (Valid Dispute). Examples of written document considered relevant include, but are not limited to: the number of minutes the disputing Party believes were properly and improperly billed, the rate the disputing Party believes was erroneously applied and that which it believes was applicable, the factor the disputing Party believes was erroneously applied and that which it believes was applicable, etc. All reasonable requests for additional relevant information made by one Party to another shall be honored.
- 2.3 The billed Party may withhold payment of such disputed amounts but late payment charges and interest will be assessed per Section 2.4 below, pending resolution of the dispute. These late payment charges must be disputed until the initial dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will use commercially reasonable efforts to make payment of any of the disputed amount owed to the billing Party within three (3) business days, unless mutually agreed to otherwise. If the billing dispute is resolved in favor of the billed Party, any credits due to the billed Party, pursuant to the billing dispute, will be applied to the billed Party's account by the billing Party within three (3) business days.
- 2.4 If a Party disputes a charge and does not pay such charge by the Payment Due Date, or if a payment or any portion of a payment is received by either Party after the Payment Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge and interest where applicable, shall be assessed. Such late payment charge shall be calculated in accordance with Section 1.8. There will be no late payment charges on

disputed amounts, if the withholding Party prevails in the billing dispute. The parties shall assess late payment charges only in a state where BellSouth has authority to do so pursuant to its tariffs.

3. COOPERATION IN SUPPLYING BILLING INFORMATION

- 3.1 BellSouth shall cooperate with and provide all information reasonably requested by Cbeyond to aid in the accurate and timely billing of access and reciprocal compensation (including compensation for ISP-bound traffic) to BellSouth and any third party carriers, including BellSouth Affiliates.

4. RAO HOSTING

- 4.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to Cbeyond by BellSouth will be in accordance with the methods and practices regularly applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth and for which BellSouth will provide Cbeyond with thirty (30) days' advanced notice of such revisions.
- 4.2 Cbeyond shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 4.3 Charges or credits, as applicable, will be applied by BellSouth to Cbeyond on a monthly basis in arrears. Amounts due (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 4.4 Cbeyond must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, Cbeyond must request that BellSouth establish a unique hosted RAO code for Cbeyond. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.
- 4.5 BellSouth will receive messages from Cbeyond that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. Cbeyond shall send all messages to BellSouth no later than sixty (60) days after the message date.
- 4.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from Cbeyond.
- 4.7 All data received from Cbeyond that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the Agreement(s) in effect between BellSouth and the involved LEC.
- 4.8 All data received from Cbeyond that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor.

- 4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by Cbeyond and will forward them to Cbeyond on a daily basis for processing.
- 4.10 Transmission of message data between BellSouth and Cbeyond will be via CONNECT: Direct or Secure File Transfer Protocol (FTP).
- 4.11 Data circuits (private line or dial-up) will be required between BellSouth and Cbeyond for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, Cbeyond will be responsible for ordering the circuit and coordinating the installation with BellSouth. Cbeyond is responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Cbeyond. Additionally, all message toll charges associated with the use of the dial circuit by Cbeyond will be the responsibility of Cbeyond. Associated equipment on the BellSouth end, including a modem, will be the responsibility of BellSouth. All equipment, including modems and software, that is required on the Cbeyond end for the purpose of data transmission will be the responsibility of Cbeyond.
- 4.12 If Cbeyond utilizes Secure File Transfer Protocol for data file transmission, purchase of the Secure File Transfer Protocol software will be the responsibility of Cbeyond.
- 4.13 All messages and related data exchanged between BellSouth and Cbeyond will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 4.14 Cbeyond will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.
- 4.15 Should it become necessary for Cbeyond to send data to BellSouth more than sixty (60) days past the message date(s), Cbeyond will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or Cbeyond, where necessary, to notify all affected LECs.
- 4.16 In the event that data to be exchanged between the two Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data. If the data cannot be retrieved, the Party responsible for losing or destroying the data will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the customers and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the resolution of the amount owed, or as mutually agreed upon by the Parties.
- 4.17 Should an error be detected by the EMI format edits performed by BellSouth on data received from Cbeyond, the entire pack containing the affected data will not be

processed by BellSouth. BellSouth will notify Cbeyond of the error. Cbeyond will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, Cbeyond will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

- 4.18 In association with message distribution service, BellSouth will provide Cbeyond with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 4.19 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section 3.
- 4.20 Intercompany Settlements Messages
- 4.20.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by Cbeyond as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between Cbeyond and the involved company(ies), unless that company is participating in NICS.
- 4.20.2 Both traffic that originates outside the BellSouth region by Cbeyond and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Cbeyond, is covered by CATS. Also covered is traffic that either is originated by or billed by Cbeyond, involves a company other than Cbeyond, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 4.20.3 Once Cbeyond is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via NICS.
- 4.20.4 BellSouth will receive the monthly NICS reports from Telcordia on behalf of Cbeyond. BellSouth will distribute copies of these reports to Cbeyond on a monthly basis.
- 4.20.5 BellSouth will receive the monthly CATS reports from Telcordia on behalf of Cbeyond. BellSouth will distribute copies of these reports to Cbeyond on a monthly basis.
- 4.20.6 BellSouth will collect the revenue earned by Cbeyond from the Bell operating company in whose territory the messages are billed via CATS, less a per message billing and collection fee of five cents (\$0.05), on behalf of Cbeyond. BellSouth will remit the revenue billed by Cbeyond to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on Cbeyond. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Cbeyond via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 4.20.7 BellSouth will collect the revenue earned by Cbeyond within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages

are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Cbeyond. BellSouth will remit the revenue billed by Cbeyond within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Cbeyond via a monthly CABS miscellaneous bill.

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

5. OPTIONAL DAILY USAGE FILE (ODUF)

5.1 The Parties will negotiate terms and conditions for the Optional Daily Usage File (ODUF) service upon request by Cbeyond.

6. ACCESS DAILY USAGE FILE (ADUF)

6.1 The Parties will negotiate terms and conditions for the Access Daily Usage File (ADUF) service upon request by Cbeyond.

7. ENHANCED OPERATIONAL DAILY USAGE FILE (EODUF)

7.1 The Parties will negotiate terms and conditions for the Enhanced Optional Daily Usage File (EODUF) service upon request by Cbeyond.

BellSouth Interconnection Exhibit B

Billing Adjust Request Form (BAR) RF-1461

Billing Company Contact Information Section:				
1. Billing Company Name:		2. Billing Contact Name:		
3. Billing Contact Address:		4. Billing Contact Phone:		
		5. Billing Contact Fax #:		
		6. Billing Contact Email:		
Disputing Company Contact Information Section:				
7. Disputing Company Name:		8. Disputing Contact Name:		
9. Disputing Contact Address:		10. Disputing Contact Phone:		
		11. Disputing Contact Fax #:		
		12. Disputing Contact Email:		
General Dispute Section:				
13. Date of Claim: (yyyy-mm-dd):		14. Status:	15. Claim/Audit Number:	
16. Service Type:				
17. ACNA:	18. OCN:	19. CIC:	20. BAN:	21. Invoice Number(s):
22. Bill Date:		24. Dispute Reason Code:	25. Dispute Desc:	
23. Billed Amount: \$ _____				
26. Disputed Amount: \$		29. Dispute Bill Date From: Dispute Bill Date Thru:		
27. Disputed Amount Withheld: \$				
28. Disputed Amount Paid: \$				
Dispute Information Section:				
30. Rate Element/USOC:		31. Rate: Billed Correct		
Factor Information: 32. PIU: Billed Correct 33. PLU: Billed Correct 34. BIP: Billed Correct 35. Other Factors: Billed Correct		36. Jurisdiction <input type="checkbox"/> Non Jurisdictional <input type="checkbox"/> Inter/Interstate <input type="checkbox"/> Intra/Interstate <input type="checkbox"/> Intra/Intrastate <input type="checkbox"/> Inter/Intrastate <input type="checkbox"/> Local	37. Mileage: Billed Correct 38. Contract Name:#: 39. Business/Residence Indicator: 40. State: 41. LATA:	
Facilities/Dedicated Circuit Dispute Information Section:				
42. PON:		48. TN/All:		
43. SON:		49. Point Code:		
44. EC Circuit ID:		50. USOC Quantity:		
45. Circuit Location:		51. Two-Six Code:		
46. IC Circuit ID:				
47. CFA:				
52. Facilities From Date: Thru Date:				

Please see below for obtaining this Dispute Template and Specifications.

A complete OBF Document Catalog and On-line Document Store is available on the ATIS Web Site at:
<http://www.atis.org/atis/clc/obf/download.htm>

(Rev 5-12-03) Version 20 (Changed Dispute Template to OBF Standard)

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, of the Act, the FCC's rules and regulations, and the terms and conditions of a License Agreement subsequently negotiated with the BellSouth Competitive Structures Provisioning Center.

Attachment 9
Performance Measurements

PERFORMANCE MEASUREMENTS

Upon the Commission's issuance of an Order pertaining to Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments) in a proceeding applicable to all CLECs generally, BellSouth shall implement such Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments) as of the date specified by the Commission. Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments) that have been Ordered can currently be accessed via the internet at <https://pmap.bellsouth.com>. Nothing in this Attachment 9 shall supersede a Party's right to other remedies or legal recourse available under other provisions of this Agreement, the Act and Applicable Law; provided, however, that the payment of any associated remedies or enforcement mechanisms to each CLEC shall be credited against any liability associated with or related to BellSouth's service performance and shall not be considered an admission against interest or an admission of culpability or liability in any legal, regulatory or other proceeding, nor constitute evidence that BellSouth failed to comply with or has violated any state or federal law or regulation.

Attachment 10
BellSouth Disaster Recovery Plan



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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed by BellSouth to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the Federal Communications Commission to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage, and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516. The telephone number for Cbeyond's Local Switch Control Center is (866) 424-5100.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long-term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established.

As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to ensure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos-containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Midtown 1 Building in Atlanta, Georgia. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available, leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of whose equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELLSOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency;

e) Begin restoring service, on a parity basis, to other customers served by CLECs or BellSouth.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in Section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency;

e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;

f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.);

g) Begin restoring service, on a parity basis, to other customers served by CLECs or BellSouth.

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

a) Placing specialists and emergency equipment on notice;

b) Inventorying the damage to determine what equipment and/or functions are lost;

- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency; and
- e) If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required;
- f) Begin restoring service, on a parity basis, to other customers served by CLECs or BellSouth.

5.3 COMBINED OUTAGE (CLEC AND BELL SOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth equipment as well as the CLEC equipment. This situation will be handled in much the same way as described in Section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required. If information to facilitate billing among Carriers needs to be established, the Parties shall negotiate in good faith a resolution of such identification, information and billing issues, and may use traffic figures averaged over the most recent three (3) month period as a proxy, taking into account known or expected deviations during the recovery period.

7.0 ACRONYMS

CLEC	-	Competitive Local Exchange Carrier
CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits
TSP	-	Telecommunications Service Priority

8.0 HURRICANE INFORMATION

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to <http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm>.

9.0 BST DISASTER MANAGEMENT PLAN

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

Attachment 11

Bona Fide Request and New Business Request Process

BONA FIDE REQUEST AND NEW BUSINESS REQUEST PROCESS

1.0 BONA FIDE REQUEST

- 1.1 The Parties agree that Cbeyond is entitled to order any network element, interconnection option, or service option required to be made available by FCC or Commission requirements pursuant to the Act. A Bona Fide Request (BFR) is to be used when Cbeyond makes a request of BellSouth to provide a new or modified network element, interconnection option or other service option pursuant to the Act that was not previously provided for in this Agreement.
- 1.2 A BFR shall be submitted in writing by Cbeyond and shall specifically identify the requested service date, technical requirements, space requirements and/or such other specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request shall also include Cbeyond designation of the request as being pursuant to the Telecommunications Act of 1996 (*i.e.*, a BFR). The request shall be sent to Cbeyond designated BellSouth sales contact or Local Contract Manager.
- 1.3 Within two (2) business days of receipt of a BFR, BellSouth shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the BFR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, BellSouth may reasonably request additional information from Cbeyond at any time during the processing of the BFR.
- 1.4 Within thirty (30) business days of BellSouth's receipt of the BFR, if preliminary analysis of the requested BFR is not of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the BFR, BellSouth shall respond to Cbeyond by providing a preliminary analysis of the new or modified network element or interconnection option not ordered by the FCC or Commission that is the subject of the BFR. The preliminary analysis shall either confirm that BellSouth will offer access to the new or modified network element, interconnection option or service option or confirm that BellSouth will not offer the new or modified network element, interconnection option or service option.
- 1.5 For any new or modified network element, interconnection option or service option not ordered by the FCC or Commission, if the preliminary

analysis states that BellSouth will offer the new or modified network element, interconnection option or service option, the preliminary analysis will include an estimate of the costs of utilizing existing resources, both personnel and systems, in the development including, but not limited to, request parameters analysis, determination of impacted BellSouth departments, determination of required resources, project management resources, etc. (Development Rate) including a general breakdown of such costs associated with the network element, interconnection option or service option and the date the request can be met. If the preliminary analysis states that BellSouth will not offer the new or modified network element, interconnection option or service option, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the new or modified network element, interconnection option or service option, should actually be submitted as a NBR or is otherwise not required to be provided under the Act. If BellSouth cannot provide the network element, interconnection option or service option by the requested date, BellSouth shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet Cbeyond's requested date.

- 1.6 For any new or modified network element, interconnection option or service option not ordered by the FCC or Commission, if BellSouth determines that the preliminary analysis of the requested BFR is of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the BFR, BellSouth shall notify Cbeyond within ten (10) business days of BellSouth's receipt of BFR that a fee will be required prior to the preliminary evaluation of the BFR. Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request that require the allocation and engagement of additional resources above the existing allocated resources used on BFR/NBR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc. and the request for such fee shall be accompanied with a general breakdown of such costs. If Cbeyond accepts the complex request evaluation fee proposed by BellSouth, Cbeyond shall submit such fee within thirty (30) business days of BellSouth's notice that a complex request evaluation fee is required. Within thirty (30) business days of BellSouth's receipt of the complex request evaluation fee, BellSouth shall respond to Cbeyond by providing a preliminary analysis, consistent with Section 1.4 of this Attachment 11.

- 1.7 Cbeyond may cancel a BFR at any time. If Cbeyond cancels the request within ten (10) business days after submitting the BFR request, no charges will be incurred. If Cbeyond cancels the BFR within thirty (30) business days after receipt of BellSouth's preliminary analysis, BellSouth shall be entitled to keep any complex request evaluation fee submitted in accordance with Section 1.6 above, minus those costs included in the fee that have not been incurred as of the date of cancellation.
- 1.8 Cbeyond will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR. If Cbeyond fails to respond within this thirty (30) business day period, the BFR will be deemed cancelled.
- 1.8.1 Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the new or modified network element, interconnection option or service option quoted in the preliminary analysis.
- 1.9 Notwithstanding any other provision of this Agreement, BellSouth shall propose a firm price quote, including the firm Development Rate, the firm nonrecurring rate and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of Cbeyond's accurate BFR application for a network element, interconnection option or service option that is operational at the time of the request; within thirty (30) business days of receipt of Cbeyond's accurate BFR application for a new or modified network element, interconnection option or service option ordered by the FCC or Commission; and within sixty (60) business days of receipt of Cbeyond accurate BFR application for a new or modified network element, interconnection option or service option not ordered by the FCC or Commission or not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.
- 1.10 Cbeyond shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price quote and submit any additional Development or nonrecurring rates quoted in the firm price quote. If the firm price quote is less than the preliminary analysis' estimated Development Rate and/or nonrecurring rate for the new or modified network element, interconnection option or service option not ordered by the FCC or Commission, BellSouth will credit Cbeyond's account for the difference.

- 1.11 Unless Cbeyond agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act and rules, orders and regulations of the FCC and/or the Commission.
- 1.12 If Cbeyond believes that BellSouth's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement. Any such arbitration applicable to network element, interconnection option and/or service option pricing shall be conducted in accordance with standards prescribed in Sections 251 and 252 of the Act. While the dispute is pending, Cbeyond shall have the option of requesting BellSouth to provide the network element, interconnection option or service option subject to a retroactive pricing true up upon an effective Commission order resolving the dispute. The Parties agree that subsequent true-ups may result from multiple rounds of appellate or reconsideration decisions, should the relevant Party pursue such appeals/reconsiderations/review and prevail. BellSouth will provide a cost study upon request after the firm quote.
- 1.13 If either Party believes that the other is not acting in good faith in requesting, negotiating, processing or implementing the BFR, either Party may seek to resolve the dispute pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.
- 1.14 Upon agreement to the rates, terms and conditions of a BFR, the Parties shall negotiate in good faith an amendment to this Agreement.
- 2.0 **NEW BUSINESS REQUEST**
- 2.1 Cbeyond also shall be permitted to request the development of new or revised facilities or service options which may not be required by the Act. Procedures applicable to requesting the addition of such elements, services and options are specified in this Attachment 11. A New Business Request (NBR) is to be used by Cbeyond to make a request of BellSouth for a new or modified feature or capability of an existing product or service, a new product or service that is not deployed within the BellSouth network or operations and business support systems, or a new or modified service option that was not previously included in this Agreement (Requested NBR Services) and is not required by the Act.
- 2.2 An NBR shall be submitted in writing by Cbeyond and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a

response. The request shall be sent to Cbeyond designated BellSouth sales contact or Local Contract Manager.

- 2.3 Within two (2) business days of receipt of an NBR, BellSouth shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the NBR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, BellSouth may reasonably request additional information from Cbeyond at any time during the processing of the NBR.
- 2.4 If the preliminary analysis of the requested NBR is not of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the NBR, within thirty (30) business days of its receipt of the NBR, BellSouth shall respond to Cbeyond by providing a preliminary analysis of such Requested NBR Services that are the subject of the NBR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested NBR Services or confirm that BellSouth will not offer the Requested NBR Services.
 - 2.4.1 If the preliminary analysis states that BellSouth will offer the Requested NBR Services, the preliminary analysis will include an estimate of the Development Rate including a general breakdown of costs and the date the request can be met. If BellSouth cannot provide the Requested NBR Service by the requested date, it shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet Cbeyond's requested date. If the preliminary analysis states that BellSouth will not offer the Requested NBR Services, BellSouth will provide an explanation of why the request is not technically feasible and/or does not qualify as an NBR for the Requested NBR Services.
- 2.5 If BellSouth determines that the preliminary analysis of the requested NBR is of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the NBR, BellSouth shall notify Cbeyond within ten (10) business days of BellSouth's receipt of the NBR that a complex request evaluation fee will be required prior to the evaluation of the NBR. Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request. If Cbeyond accepts the complex request evaluation fee amount proposed by BellSouth, Cbeyond shall submit such complex request evaluation fee within thirty (30) business days of BellSouth's notice that a complex request evaluation fee is required.
- 2.6 Within thirty (30) business days of BellSouth's receipt of the complex request evaluation fee, BellSouth shall respond to Cbeyond by providing a

preliminary analysis of such Requested NBR Services that are the subject of the NBR.

- 2.7 Cbeyond may cancel an NBR at any time. If Cbeyond cancels the NBR within ten (10) business days after submitting the NBR, no charges will be incurred. If Cbeyond cancels the NBR within thirty (30) business days after receipt of BellSouth's preliminary analysis, BellSouth shall be entitled to keep any complex request evaluation fee submitted in accordance with Section 2.6, minus those costs included in the fee that have not been incurred as of the date of cancellation.
- 2.8 Cbeyond will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the NBR. If Cbeyond fails to respond within this thirty (30) business day period, the NBR will be deemed cancelled.
- 2.8.1 Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the Requested NBR Services quoted in the preliminary analysis.
- 2.9 BellSouth shall propose a firm price quote including the firm Development Rate, the firm nonrecurring rate, and the firm recurring rate and a detailed implementation plan within ten (10) business days of receipt of Cbeyond's accurate NBR application for a Requested NBR Service that is operational at the time of the request and within sixty (60) business days of receipt of Cbeyond's accurate NBR application for the Requested NBR Services not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.
- 2.10 Cbeyond shall have thirty (30) business days from receipt of firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote. If the firm price quote is less than the preliminary analysis' estimate of the Development Rate, BellSouth will credit Cbeyond's account for the difference.
- 2.11 Unless Cbeyond agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act and rules, orders and regulations of the FCC and/or the Commission.
- 2.12 If either Party believes that the other is not acting in good faith in requesting, negotiating, processing or implementing the NBR, either Party may seek to resolve the dispute pursuant to the dispute resolution

provisions set forth in the General Terms and Conditions of this Agreement.

- 2.13 Upon agreement to the rates, terms and conditions of a NBR, an amendment to this Agreement, or a separate agreement, may be required and the Parties shall negotiate such agreement or amendment in good faith.

**Amendment to the Agreement
Between
Cbeyond Communications, LLC
and
BellSouth Telecommunications, Inc.
d/b/a AT&T Florida
Dated March 29, 2007**

Pursuant to this Amendment, (the "Amendment"), Cbeyond Communications, LLC (Cbeyond), and BellSouth Telecommunications, Inc. d/b/a AT&T Florida, ("AT&T"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 29, 2007 (Agreement) to be effective thirty (30) calendar days after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, AT&T and Cbeyond entered into the Agreement on March 29, 2007, 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. Attachment 2, Exhibit C of the Agreement is deleted in its entirety and replaced with a revised Attachment 2, Exhibit C as attached to this amendment. This revision updates the wire center and transport impairment list in Cbeyond Florida's Agreement pursuant to Accessible Letter CLECSE08-015 which updates AT&T's Master List of Unimpaired Wire Centers as Approved by State Commissions in the Southeast Region.
2. All of the other provisions of the Agreement, dated March 29, 2007, shall remain in full force and effect.
3. The Amendment Effective Date shall be thirty calendar days after execution of this amendment by both Parties.
4. 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.
5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof.

				December 2004 Data with FBC count as of Dec 5			
				Interoffice Transport		High Capacity Loops	
State	Wire Center	Total Business Lines	Number of FB Collocators if 3 or Greater	Tier 1	Tier 2	No Impairment for DS3	No Impairment for DS1
FL	BCRTFLBT	26,601	-		X		
FL	BCRTFLMA	40,746	5	X		X	
FL	COCDFLMA	18,097	4	X			
FL	DRBHFLMA	24,695	1		X		
FL	DYBHFLMA	32,282	7	X			
FL	FTLDFLCY	31,487	4		X		
FL	FTLDFLJA	29,209	5		X		
FL	FTLDFLMR	55,881	8	X		X	
FL	FTLDFLOA	23,008	5		X		
FL	FTLDFLPL	28,469	5		X		
FL	GSVLFLMA	55,681	4	X			
FL	HLWDFLPE	37,415	4		X		
FL	HLWDFLWH	34,022	-		X		
FL	JCVLFLCI	42,452	6	X		X	
FL	JCVLFLSJ	24,088	3		X		
FL	JCVLFLSM	17,820	5	X			
FL	MIAMFLAE	41,912	5	X			
FL	MIAMFLBR	24,482	-		X		
FL	MIAMFLGR	68,580	11	X		X	X
FL	MIAMFLHL	43,021	5	X			
FL	MIAMFLPB	24,380	4		X		
FL	MIAMFLPL	86,923	5	X		X	X
FL	MIAMFLRR	24,740	3		X		
FL	MIAMFLWM	23,310	4		X		
FL	MLBRFLMA	32,547	4	X			
FL	NDADFLGG	18,239	5	X			
FL	ORLDFLAP	31,234	3		X		
FL	ORLDFLGL	20,828	5	X			
FL	ORLDFLMA	57,966	10	X		X	
FL	ORLDFLPC	45,792	6	X		X	
FL	ORLDFLPH	33,148	4		X		
FL	ORLDFLSA	26,126	8	X			
FL	PMBHFLPE	25,000	4		X		
FL	PMBHFLMA	33,993	4		X		
FL	PNSCFLBL	28,685	4		X		
FL	PNSOFLFP	30,863	-		X		
FL	PRRNFLMA	37,969	3		X		
FL	SRRTFLMA	25,577	-		X		
FL	WPBHFLAN	33,521	4		X		

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FL	WPBHFLGA	24,885	-		X		
FL	WPBHFLGR	26,527	3		X		
FL	WPBHFLHH	36,053	3		X		