

**Commonwealth of Kentucky
Before the Public Service Commission**

In the Matter of:

PETITION OF SOUTHEAST TELEPHONE, INC.,)	
FOR ARBITRATION OF CERTAIN TERMS AND)	
CONDITIONS OF PROPOSED AGREEMENT WITH)	Case No. 2006-
BELLSOUTH TELECOMMUNICATIONS, INC.)	
CONCERNING INTERCONNECTION UNDER THE)	
TELECOMMUNICATIONS ACT OF 1996)	

**PETITION OF SOUTHEAST TELEPHONE, INC.
FOR ARBITRATION WITH BELLSOUTH
UNDER THE TELECOMMUNICATIONS ACT OF 1996**

SouthEast Telephone, Inc., (“SouthEast”) hereby petitions the Kentucky Public Service Commission (“Commission”) to arbitrate, pursuant to Section 252(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (“Act”), 807 KAR 5:001, and other applicable statutes and regulations, certain terms and conditions of a proposed Interconnection Agreement between SouthEast and BellSouth Telecommunications, Inc. (“BellSouth”).

PARTIES

SouthEast’s full name and its official business address:

SouthEast Telephone, Inc.
P.O. Box 1001
Pikeville, KY 41502

SouthEast is a Kentucky corporation and is a utility authorized to provide local exchange service and exchange service in the Commonwealth of Kentucky. SouthEast is a “telecommunications carrier” and a competitive “local exchange carrier” under the Act.

The names and addresses of SouthEast's representatives in this proceeding are as follows:

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BellSouth is a corporation organized and formed under the laws of the State of Georgia, having an office at 675 West Peachtree Street, Atlanta, Georgia 30375. Upon information and belief, the chief officer of BellSouth residing in Kentucky is E.C. Roberts, Jr., President-Kentucky, 601 W. Chestnut Street, Louisville, KY 40203. BellSouth is an Incumbent Local Exchange Carrier (“ILEC”) as defined in Section 251(h) of the Act, and as such is subject to the interconnection, unbundling, and related obligations specified in sections 251(c) and 251(d) of the Act. In addition, BellSouth is a Bell Operating Company (“BOC”) as defined by 47 U.S.C. § 153(4), and has received authority to provide long distance service in Kentucky pursuant to Section 271(d)(3) of the Act. As such, BellSouth is subject to an ongoing obligation to provide fourteen (14) specified forms of access, interconnection, and network elements, to “one or more unaffiliated competing providers” pursuant to “binding agreements that have been approved under Section 252” of the Act. 47 U.S.C. §§ 271(c)(1)(A), (c)(2)(A), and (c)(2)(B)(i)-(xiv).

JURISDICTION

The Commission has jurisdiction over all utilities located within the Commonwealth, including both BellSouth and SouthEast, pursuant to Section 278.040 of the Kentucky Revised Statutes. In particular, Section 252 specifically authorizes the Commission to arbitrate the terms

of Interconnection Agreements with regard to forms of access, interconnection, and network elements that BellSouth is required to provide as an ILEC pursuant to Section 251. In addition, Sections 252 and 271 of the Act authorize the Commission to arbitrate the terms of Interconnection Agreements with regard to forms of access, interconnection, and network elements that BellSouth is required to provide as a BOC pursuant to Sections 271(c)(1)(A) and (c)(2)(A), at rates, terms, and conditions that are just, reasonable, and non-discriminatory consistent with Sections 201 and 202 of the Act. SouthEast and BellSouth have negotiated over certain of the terms of a new Interconnection Agreement to replace their pre-existing agreement – although BellSouth has categorically refused to negotiate in good faith with regard to certain of these issues, as discussed below. The parties have been unable to reach agreement on the terms of a new Interconnection Agreement. This Petition is filed in a timely manner, between the 135th and 160th day (inclusive) after the commencement of negotiations. Accordingly, the Commission has jurisdiction over this Petition pursuant to resolve the issues raised in this Petition under Section 252(b)(1) of the Act.

NEGOTIATIONS

BellSouth currently provides interconnection, network elements and other services to SouthEast under an interconnection agreement previously approved by the Commission, which had a three-year term. The original interconnection agreement was signed on October 9, 2001, subsequently was amended several times, and expired on October 8, 2004. The parties have been operating on a month to month basis since such date, and have engaged in informal discussions about certain aspects of a new agreement from time to time since such date.

The parties have exchanged drafts and engaged in discussions regarding a new Interconnection Agreement. SouthEast believes the new Interconnection Agreement should

cover all elements and services required under Sections 251, 252, and 271 of the Act and other provisions of law. BellSouth takes the position that an Interconnection Agreement should be limited to elements and services required under Sections 251 and 252, regardless of BellSouth's regulatory obligations to offer other elements and services pursuant to Section 271 and other provisions of law. The parties have also discussed what BellSouth refers to as a "commercial agreement" with regard to elements and services subject to Section 271. However, BellSouth has refused to engage in any negotiations over (i) the rates for any Section 251 or 271 services or elements, or (ii) the rates, terms, or conditions of Section 271 services and elements. BellSouth has offered the pricing provisions of its limited, standardized "Interconnection Agreement" and all provisions of its standardized so-called "commercial agreement" on a "take it or leave it" basis. SouthEast respectfully submits that BellSouth's refusal to negotiate in good faith constitutes a violation of Sections 251(c)(1), 252(a)(1), and 271(c)(1)(B)(i).

SouthEast and BellSouth have agreed to stipulate that, for the purpose of this arbitration, the parties formally entered into negotiations for a new Agreement on January 12, 2006. Thus, the statutory window for filing a formal request for arbitration (the 160th day after that date) is June 22, 2006. While the parties have agreed to a few parameters of an Interconnection Agreement, most of the major issues remain unresolved. The unresolved issues identified by SouthEast are set forth below.

SouthEast requests that the Commission arbitrate and approve an Interconnection Agreement between SouthEast and BellSouth reflecting the resolution in this arbitration proceeding of the unresolved issues described below.

STATEMENT OF UNRESOLVED ISSUES

The unresolved issues between SouthEast and BellSouth, as well as SouthEast's position as to each unresolved issue, are set forth below. Due to the statutory guidelines and dates for filing a formal request for arbitration, SouthEast is forced to seek arbitration on several issues that are currently pending in other Commission cases. Many, although not all, of the differences between SouthEast and BellSouth present contested issues that are already pending before the Commission in at least three other cases:

- *Petition of BellSouth Tel., Inc., to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Changes of Law*, Case No. 2004-00427 (the "Change of Law" proceeding); and
- *SouthEast Tel., Inc., Complainant v. BellSouth Tel., Inc., Defendant*, Case No. 2005-00533 (the "SouthEast Complaint"); and
- *Joint Petition for Arbitration of NewSouth Comm. Corp., NuVox Comm., Inc., et al., with BellSouth Tel., Inc., Pursuant to Section 252(b) of the Communications Act of 1934, As Amended*, Case No. 2004-00044 (the "NewSouth/NuVox" case).

Because so many of the issues in this petition already have been fully briefed in these three pending proceedings, SouthEast will not burden the Commission by reiterating arguments that already have presented in those cases by parties including SouthEast. Rather, SouthEast respectfully requests that the Commission's resolution of a number of issues presented in those cases be incorporated into the instant arbitration.

First, SouthEast hereby incorporates by reference the statement of issues and summary of positions of BellSouth and Competitive Carriers of the South, Inc. ("CompSouth") with regard to the open issues in the Commission's pending "Change of Law" proceeding, Case No. 2004-00427, and adopts the positions of CompSouth (as well as the positions SouthEast presented in a number of filings) on the open issues in that docket. SouthEast recommends that, for purposes of

the instant proceeding, those issues be designated by numbers following the term “C-”; for example, Issue 1 in the “*Change of Law*” proceeding would be referred to as Issue C-1 herein.

In particular, SouthEast submits that the answers to both of the questions posed by the Commission in Issues 8(a) and 8(b) of the *Change of Law* docket (referred to here as Issues C-8(a) and C-8(b)), must be yes as a matter of law. The Commission does “have the authority to require BellSouth to include in its interconnection agreements entered into pursuant to Section 252, network elements under either state law, or pursuant to Section 271 or any other federal law other than Section 251[.]” And the Commission does “have the authority to establish rates for such elements[.]” The rationale for these affirmative answers is set forth in full in the *Change of Law* docket and other proceedings. Moreover, some of the issues and proposals discussed below are responsive to the question posed by the Commission in Issue C-8(c): “(i) what language ... should be included in the ICA with regard to the rates for such elements, and (ii) what language ... should be included in the ICA with regard to the terms and conditions for such elements[.]”

Second, SouthEast hereby incorporates by reference Counts 1, 2, 3, and 5 that SouthEast presented in the “*SouthEast Complaint*” proceeding, Case No. 2005-00533. In other words, SouthEast submits that, with respect to the proposed new Interconnection Agreement subject to this arbitration, the Commission should resolve, in the same manner here as in the “*SouthEast Complaint*” proceeding, the issues of (1) the application of Section 271 to the elements included in the local voice platform combination; (2) the application of Section 251 to the commingling of Section 251 and Section 271 elements and services; (3) BellSouth’s obligations under Sections 201 and 202 regarding “just and reasonable” pricing, terms and conditions of Section 271 elements, and (5) BellSouth’s obligations to “furnish adequate, efficient and reasonable services”

under Kentucky public utility law. SouthEast incorporates herein by reference its own arguments in the pending “*SouthEast Complaint*” proceeding. SouthEast recommends that, for purposes of the instant proceeding, those issues be designated by numbers following the term “SC-”; for example, Count 1 in the “*SouthEast Complaint*” proceeding would be referred to as Issue SC-1 herein.

In addition, and importantly, SouthEast would not object to the consolidation of the instant proceeding with the *SouthEast Complaint* proceeding, in order to facilitate a more efficient disposition of all the disputed issues between SouthEast and BellSouth. *Cf.* 47 U.S.C. § 251(g).

Third, SouthEast seeks to incorporate ten issues from the Commission’s resolution of the “*NewSouth/NuVox Arbitration*” proceeding, Case No. 2004-00044, in the Commission’s initial order of Sept 26, 2005 and its rehearing order of March 14, 2006. In particular, SouthEast submits that, with respect to the proposed new BellSouth-SouthEast Interconnection Agreement subject to this arbitration, the Commission should resolve, in the same manner here as it did in the “*NewSouth/NuVox Arbitration*” proceeding, final resolutions of Issues 7, 12, 26, 36, 37, 38, 65, 86, 100 and 101. SouthEast incorporates by reference the rationale for the decisions stated in the Commission’s orders and the arguments submitted by the Joint Petitioners in the “*NewSouth/NuVox Arbitration*” proceeding with respect to these ten issues. SouthEast recommends that, for purposes of the instant proceeding, those issues be designated by numbers following the term “N-”; for example, Issue 7 in the “*NewSouth/NuVox Arbitration*” proceeding, as listed in the Commission’s orders in this proceeding, would be referred to as Issue N-7 here.

Fourth, SouthEast submits 9 new issues (listed below) that, to the best of our knowledge, have not been presented in any of the preexisting proceedings. For clarity, these newly presented

issues are designated by numbers following the term “A-”. SouthEast offers brief summaries of the basis for its positions on these issues below, and plans to provide a full justification in its testimony to be filed in this proceeding. (We expect that BellSouth will provide its position in its response.)

Finally, while SouthEast (on its own and in the course of negotiations with BellSouth) has attempted to exhaustively identify all the disputed issues, additional issues may arise while the parties continue their interconnection negotiations and/or during the course of this arbitration proceeding. Accordingly, SouthEast reserves the right to amend, supplement, or modify this Petition and/or issues list in the event additional disputed issues are identified or existing disputed issues are modified during the course of negotiations and the arbitration. The Issues Matrix attached to this Petition (drafted by SouthEast) presents a very brief summary of SouthEast’s position on the issues presented in this petition. We expect that BellSouth will submit its own draft of its own positions on these issues, but we expect that BellSouth will take the position that all Section 251 elements and services should be subject to the rates, terms, and conditions in the current version of BellSouth’s standardized Interconnection Agreement offering, while Section 271 elements are not subject to this arbitration process at all and should be subject to BellSouth’s standardized, so-called “commercial agreement,” to be imposed unilaterally upon SouthEast.

NEW ISSUES THAT REMAIN UNRESOLVED

Issue A-1: Should the starting point for the Parties’ negotiations and arbitration of a new Interconnection Agreement be based on revisions to their preexisting agreement?

SouthEast has developed a draft Interconnection Agreement based on the preexisting Interconnection Agreement between the parties; the redlining in the attached document displays SouthEast's proposed changes to the earlier draft. Given the long preexisting relationship between SouthEast and BellSouth, SouthEast strongly believes that this draft should be the starting point for the next version of the Interconnection Agreement to be negotiated by the Parties and/or arbitrated by the Commission, rather than the standardized version that BellSouth is currently offering to new interconnecting parties. This is the manner in which SouthEast has successfully negotiated Interconnection Agreements with other ILECs.

We note that, because of the parties' divergent starting points for negotiations, there are differences between the parties with regard to a wide range of specific contract provisions. (For example, in the parties' discussions to date, there have been differences over detail issues such as rules regarding pass-through of sales taxes and similar charges, and the contract provisions governing transfers of control of parties and assignment of contract responsibilities to successor companies.) Rather than bringing each of these relatively narrow, detailed matters before the Commission in this proceeding, SouthEast respectfully submits that it would be more productive for the Commission and the parties to resolve the higher-level, more fundamental issues first, such as whether or not Section 271 elements be included will be included in the Interconnection Agreement and the rate levels for the most significant elements. Once these major issues have been settled, SouthEast expects that it should be relatively straightforward for the parties to negotiate and reach agreement on the more detailed differences on general terms and conditions and other specific contract provisions.

Nonetheless, we recognize that the Section 252 process requires negotiations over each issue and Commission arbitration only over issues that the parties have not been able to negotiate

to resolution. To the extent that such new issues arise, or to the extent that existing issues have not been listed in this petition due to the fundamental differences between the parties' views on the appropriate starting point, SouthEast reserves the right to add issues related to those matters to the list below. *See* Issue C-1 (issue #1 in the *Change of Law* proceeding).

Issue A-2: What monthly recurring rates should be established in each pricing Zone for the voice-grade Local Loop element?

SouthEast submits that the appropriate Total Element Long-Run Incremental Cost (“TELRIC”)-based recurring rates for the voice-grade Local Loop (“Loop”) under this Interconnection Agreement, and pursuant to Section 252(d)(1) of the Act and 47 C.F.R. §§ 51.319(a)(1) and 51.501-51.511, should be \$10.45 in Zone 1, \$14.37 in Zone 2, and \$17.35 in Zone 3. The weighted average of these proposed rates in the three zones for BellSouth’s statewide service area – \$18.04 – would be identical to the statewide average of TELRIC-based Loop rates, in the preexisting Interconnection Agreement. However, SouthEast submits that the rates in each Zone should be adjusted to better reflect both cost causation and competitive conditions in Kentucky.

SouthEast also submits that the same rates (in each Zone) should apply to stand-alone Loops (“UNE-L”) and to Loops provided as a component of the loop-circuit switching-shared transport (“Platform”) combination of network elements. This is because both forms of Loops are unbundled network elements required to be provided under Section 251 of the Act, and are subject to the same pricing standards under Section 252. Moreover, the same rates must apply because the costs BellSouth incurs in providing the Loop element does not differ based on whether the Loop is UNE-L or part of a Platform combination.

Issue A-3: What monthly recurring rate should be established for the “Port” component of the “Platform” combination of elements?

SouthEast submits that the “just and reasonable” monthly recurring rate should be \$5.50 per month for the “Port” element, collectively consisting of the circuit switching, shared transport, signalling, and associated non-loop elements and services included in the “Platform” combination of elements. This “just and reasonable” rate for the “Port” element pursuant to sections 201, 202, and 271 of the Act, is based on the “just and reasonable” rates ordered by the FCC for an analogous combination of switching and shared transport elements when BellSouth provides them as interstate access service (\$0.0055 or 0.55¢ per minute). *Access Charge Reform*, Sixth Report and Order, 15 FCC Rcd 12962 (2000), *aff’d sub nom. Texas Office of Pub. Util. Counsel v. FCC*, 265 F.3d 313 (5th Cir. 2001). SouthEast adjusted the FCC-approved per-minute rate to a flat monthly recurring charge based on a reasonable assumption, widely accepted throughout the industry, that an average wireline consumer uses approximately 1,000 minutes per month. The same rate would apply to the “Port” component of the “Platform” regardless of whether SouthEast uses the Platform to provide service to residential, small business, or enterprise customers, since BellSouth’s costs do not vary on the basis of the customers SouthEast services, and it would be unreasonably discriminatory, in violation of Section 202 of the Act and other applicable provisions of law, for BellSouth to charge different rates for similarly situated services.

Issue A-4: What rates, terms and conditions should govern an interconnection arrangement in which BellSouth’s offering of UNE-L interconnected to SouthEast’s network at an “Adjacent Meet Point”?

SouthEast submits that it should be able to purchase stand-alone Unbundled Network Element Loops (“UNE-L”) provided by BellSouth over copper wire, interconnected with SouthEast’s network at a meet point outside, but adjacent to, a BellSouth central office or remote

node. Under SouthEast's proposed form of "adjacent meet point" interconnection, up to 600 UNE-L lines from end-user customers' premises that terminate on a BellSouth Main Distribution Frame ("MDF") would be cross-connected with a 600 pair tie cable (copper loop plant) with a BellSouth Circuit Facility Assignment. In turn, this cable would run out of the BellSouth central office through standard cable vaults and risers and central-office entrance facilities, and would be interconnected to SouthEast's own facilities at a termination block located at a pedestal, manhole, or other interconnection point as close as possible to, but outside, the central office.

This form of interconnection would be entirely subject to Section 251 and consistent with existing FCC orders and rules requiring interconnection at any technically feasible point in the BellSouth network. It also would be less costly for both parties and less burdensome for BellSouth than using a meet point at a standard physical collocation cage. It would enable SouthEast to provide both Digital Subscriber Line ("DSL") service and switched local exchange service (and/or Voice over Internet Protocol service) to the subscriber over its own network facilities, with the minimum possible degree of reliance on BellSouth network facilities (even less than in standard UNE-L plus physical collocation arrangements).

SouthEast proposes that the Interconnection Agreement to be arbitrated in this proceeding specify rates, terms and conditions for this form of interconnection based on the TELRIC rates for the MDF cross-connect, cable risers and vaulting, and central-office entrance facilities components of physical collocation, but without any real estate, cage construction, HVAC, or other costs associated with standard physical collocation or "cageless" collocation arrangements inside a BellSouth central office. The same configuration, in essence, would apply to interconnection at a BellSouth remote switching node, although there may be differences in the specific engineering designs. BellSouth would provide "hot cuts" to enable customer loops

to be reassigned from BellSouth's switched access lines to UNE-L lines interconnected at the MDF via this arrangement. This configuration is illustrated further in the attached diagram.

To the extent BellSouth is accustomed to developing such arrangements pursuant to a "bona fide request" process, this proposal should be considered a "bona fide request." But the rates, terms and conditions of the arrangement must be arbitrated by the Commission in this proceeding, with rates subject to the Total Element Long Run Incremental Cost methodology that governs interconnection and collocation arrangements pursuant to Sections 251(c)(2), 251(c)(6), and 252(d)(1) of the Act, and at reasonable and nondiscriminatory terms and conditions subject to the Act.

Issue A-5: What reciprocal compensation rates should apply to the transport and termination of local and ISP-bound traffic?

SouthEast submits that the reciprocal compensation rate for transport and termination of local traffic pursuant to sections 251(b)(5) and 252(d)(2) should be \$0.0025620 per minute for end office-routed traffic and \$0.0041428 per minute for tandem-routed traffic, and that the reciprocal compensation rate for dial-up Internet Service Provider ("ISP")-bound traffic should be \$0.0007 per minute, subject to a presumption that traffic exchanged between BellSouth and SouthEast exceeding a 3:1 ratio of terminating to originating traffic is ISP-bound traffic. These rates are consistent with the TELRIC-based rates specified in the preexisting Interconnection Agreement and comply with the FCC's most recent order regarding local and ISP-bound reciprocal compensation. *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-Bound Traffic*, Order on Remand, 16 FCC Rcd 9151 (2001). In addition, SouthEast submits that its switch located at 301 E. Main Street, Suite 620, Lexington, KY 40507, serves the same functions as and a comparable geographic area to a BellSouth tandem switch, and therefore all local traffic from BellSouth that

terminates to that switch should be rated as tandem-routed traffic, consistent with 47 C.F.R. § 51.711(a)(3).

Issue A-6: What rates should be established for the high-capacity transmission elements and other services and elements that are included in the preexisting BellSouth-SouthEast Interconnection Agreement?

SouthEast submits that the rates for these elements should be identical to the TELRIC-based rates in the Parties' preexisting Interconnection Agreement, with the exceptions specifically listed herein and in the attached draft Interconnection Agreement. Most of these continue to be required "unbundled network elements" under sections 251 and 252 of the Act and continue to be subject to TELRIC pricing requirements. With respect to the minority of these elements that are now subject to Section 271 but not Section 251, the previously established TELRIC-based rates are the best surrogate available for estimating "just and reasonable" rates pursuant to sections 201 and 202 of the Act.

Issue A-7: Should the standard rule of construction apply to this interconnection agreement, with any ambiguity in the terms of the agreement being construed against BellSouth?

SouthEast proposes that the new Interconnection Agreement be subject to the standard rule of contract construction that any ambiguity in the terms shall be construed against the drafting party – in this case, BellSouth. This would exclude the contract provision waiving this rule of construction. The attached proposed revision to the Interconnection Agreement is drawn from a previous version of BellSouth's standard interconnection agreement offering, drafted almost entirely by BellSouth; and BellSouth's current standard offering is, of course, drafted entirely by BellSouth. Given the limited ability of SouthEast and the Commission to review, evaluate, and arbitrate each of these complex provisions, SouthEast submits that in case of ambiguity, such provisions be construed against BellSouth, as the drafting party.

Issue A-8: What rates, terms, and conditions should apply to the Parties' respective "Dispatched/No Trouble Found" charges?

In the current Interconnection Agreement between the parties, Attachment 1, Section 5.7 allows both BellSouth and SouthEast to reciprocally bill one another for "dispatched/no trouble found conditions." SouthEast submits that the same language should apply to the new Interconnection Agreement (although it is excluded from the current version of BellSouth's standard Interconnection Agreement offering). Moreover, BellSouth's requirement that only thirty (30) days will be allowed from the date of the original report and the reported trouble is not realistic. There have been numerous occasions where SouthEast would have to send BellSouth repair out on the same customer issue in time periods exceeding the thirty (30) day time limit imposed by BellSouth. SouthEast requests the Commission to direct that any interconnection agreement agreed to by the parties include ATT. 1, Section 5.7, and that the thirty (30) time limit be extended to a more realistic sixty (60) day time frame for resolving "dispatched no trouble found conditions."

In addition, Section 2.5.2 of ATT. 6 of the BellSouth Generic Interconnection Agreement reads as follows:

If SouthEast reports a trouble on a BellSouth Network Element and no trouble is found in BellSouth's network, BellSouth will charge SouthEast a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the working status.

It is the position of SouthEast that, if the company is to be billed for "no trouble found" service calls performed on the company's behalf, BellSouth should provide to SouthEast a monthly list of all such service calls. Such a list should contain the types of elements tested, the types of tests performed, and an itemized list of the costs involved per telephone number.

Similarly, the BellSouth Generic Interconnection Agreement allows BellSouth to bill SouthEast a “Maintenance of Service Charge” for any dispatching and testing that is found not to be on the BellSouth system. (BellSouth Generic IA. ATT. 6, 2.5.2) It is the position of SouthEast that the same option should be available to SouthEast when the problem is ultimately determined to be not on the SouthEast infrastructure, but on the BellSouth system. Furthermore, SouthEast feels that the company should be able to bill BellSouth at the rates set forth in BellSouth’s FCC No. 1 Tariff, Section 13.3.1.

Finally, according to Section 2.5.3 of ATT. 6 of the BellSouth Generic Interconnection Agreement, BellSouth reserves the right to bill SouthEast a Trouble Determination Charge or Trouble Location Charge for any dispatching and testing for trouble on a resold service if no trouble is found in BellSouth’s network. SouthEast respectfully requests that the Commission allow SouthEast to assess BellSouth the same charges on resold lines where the trouble is found to be on the BellSouth system.

Issue A-9: Must BellSouth provide data on the location and type of certain network facilities and the number of customer lines and geographic service area of such facilities? If so, at what rate?

In order to provide competitive facilities-based service, SouthEast must have affordable access to information regarding the locations and types of certain types of BellSouth network facilities and equipment – remote terminals, main distribution frames, and central offices – as well as the number of customers and geographic service areas served by such facilities.

SouthEast submits that the new Interconnection Agreement should include a provision similar to that in an amendment to the parties’ existing interconnection agreement that allows SouthEast to receive information concerning BellSouth’s remote terminals such as (1) the address of the remote terminal; (2) the CLLI code of the remote terminal; (3) the carrier serving area of the

remote terminal; (4) the designation of which remote terminals subtend a particular central office; and (5) the number and address of customers served by a particular remote area.

BellSouth currently provides this information is provided on the following BellSouth stipulated conditions:

- (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems;
- (ii) the information will only be provided for each serving wire center designated by SouthEast, up to a maximum of thirty (30) wire centers per SouthEast request per month per state, and up to a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and
- (iii) SouthEast agrees to pay the costs incurred by BellSouth in providing the information.

BellSouth currently charges SouthEast \$233.42 per CD. SouthEast submits that a more reasonable price to cover the costs incurred by BellSouth in providing the information would be \$75.00 per CD, based on an estimate of the time and materials required to generate such CDs based on information that is already generated and stored in BellSouth's systems and is readily available for BellSouth's own use.

In order to continue the build-out of its own infrastructure to underserved and unserved areas of the Commonwealth, SouthEast requires additional data from BellSouth. In conjunction with the remote terminal data currently being supplied by BellSouth, SouthEast requests data for both the BellSouth main distribution frames (MDFs) and the central offices (COs). SouthEast surmises that such data would include the number of lines and information on those lines coming off the main distribution frames and central offices. SouthEast further requests the E911 address and GPS coordinates for each remote terminals, main distribution frame and central office identified on SouthEast's official CLEC Data Request.

* * * * *

For the foregoing reasons, SouthEast respectfully submits that the Commission should arbitrate the terms and conditions of a new Interconnection Agreement between BellSouth and SouthEast consistent with the positions set forth herein.

Respectfully submitted,

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Counsel for SouthEast Telephone, Inc.

June 22, 2006

CERTIFICATION

I hereby certify that a true and correct copy of the foregoing was mailed, postage pre-paid, this 15th day of June, 2006, to:

Mr. E.C. Roberts, Jr.
BellSouth Telecommunications, Inc.
601 W. Chestnut Street
Louisville, KY 40203

Bethany Bowersock

Issues Matrix – Interconnection Negotiations Between BellSouth Communications, Inc. and SouthEast Telephone, Inc.

Issue	Issue/Question	SouthEast Position	BellSouth Position
A-1	<u><i>Basis of Negotiations/Arbitration:</i></u> Which document should be the starting point for the negotiations and arbitration between SouthEast and BellSouth?	The draft submitted by SouthEast, based on the parties' preexisting Interconnection Agreement with some minor revisions reflecting recent developments, should be the starting point for the next version of the Interconnection Agreement	
A-2	<u><i>Loop Rates:</i></u> What monthly recurring rates should be established in each pricing Zone for the voice-grade Local Loop element?	\$10.45 in Zone 1, \$14.37 in Zone 2, and \$17.35 in Zone 3. The same TELRIC-based rates apply to UNE-L and to the loop component of the Platform combination.	
A-3	<u><i>Port Rates:</i></u> What monthly recurring rate should apply to the "Port" component of the Platform combination?	\$5.50 per month.	
A-4	<u><i>Combinations Involving Line Splitting and Remote Collocation:</i></u> What Interconnection Agreement provisions, and what forward-looking cost-based rates, should apply to the adjacent meet-point interconnection arrangement with UNE-L?	This arrangement would cross-connect UNE-L lines at a main distribution frame in the BellSouth central office, to a 600 pair copper tie cable that would run out of the central office and interconnect with SouthEast's own facilities at a termination block located at a pedestal, manhole, or other interconnection point as close as possible to, but outside, the central office. This arrangement should be priced at rates based on forward-looking economic cost (TELRIC), consistent with Sections 251(c)(2), 251(c)(6), and 252(d)(1) of the Act.	
A-5	<u><i>Reciprocal Compensation:</i></u> What reciprocal compensation rates should apply to the transport and termination of local and ISP-bound traffic?	\$0.0025620 per minute for end office-routed local traffic, \$0.0041428 per minute for tandem-routed traffic, and \$0.0007 per minute for ISP-bound traffic, subject to a 3:1 ratio. SouthEast's switch in Lexington would be treated as a tandem for this purpose.	

Issue	Issue/Question	SouthEast Position	BellSouth Position
A-6	<u>Rates for High-Capacity Transmission and Other Elements</u> : What rates should be established for the high-capacity transmission elements and other services and elements that are included in the preexisting BellSouth-SouthEast Interconnection Agreement?	TELRIC-based rates identical to those in the preexisting Interconnection Agreement (except as otherwise specified herein).	
A-7	<u>Rule of Construction</u> : Should the standard rule of construction apply to this interconnection agreement, with any ambiguity in the terms of the agreement being construed against BellSouth?	Yes.	
A-8	<u>Dispatched/No Trouble Found</u> : What rates, terms, and conditions should apply to the Parties' respective "Dispatched/No Trouble Found" charges?	Both BellSouth and SouthEast may reciprocally bill one another for "dispatched/no trouble found" conditions on Platform (LVP) and resale lines. Sixty (60) days will be allowed from the date of the original report and the reported trouble.	
A-9	<u>Data on Network Equipment Location and Services</u> : Must BellSouth provide data on the location and type of certain network facilities and the number of customer lines and geographic service area of such facilities? If so, at what rate?	Yes. The rate should be \$75 per central office.	

BELLSOUTH® / CLEC Agreement

Customer Name: SouthEast Telephone, Inc.

SouthEast Telephone, Inc. 3Q00 Reneg.Agmt	2
SouthEast Telephone, Inc. T of C	3
SouthEast Telephone ,Inc. - Gen. Terms and Cond	5
SouthEast Telephone, Inc. Attachment 1	25
SouthEast Telephone, Inc. Attachment 1 Rates	56
SouthEast Telephone, Inc Attachment 2	57
SouthEast Telephone, Inc. Attachment 2 Rates	140
SouthEast Telephone, Inc. Attachment 3	229
SouthEast Telephone, Inc. Attachment 3 Rates	258
SouthEast Telephone, INc. Attachment 4Phy Col	265
SouthEast Telephone, Inc. Attachment 4 Ex C Title Page	327
SouthEast Telephone, Inc. Attachment 4, Ex C	328
SouthEast Telephone, INc Atta 4 Phy Col (Remote Site)	330
SouthEast Telephone, Inc Attachment 5	375
SouthEast Telephone, Inc. Attachment 5 Exhibit B	386
SouthEast Telephone, Inc. Attachment 5 Rates	387
SouthEast Telephone, Inc. Attachment 6	388
SouthEast Telephone, Inc. Attachment 7	395
SouthEast Telephone,Inc. Attachment 7 Rates	410
SouthEast Telephone, Inc. Attachment 8	411
SouthEast Telephone, Inc Attachment 9	413
SouthEast Telephone, Inc. Attachment 10	415
SouthEast Telephone, Incl. Attachment 11	423
SouthEast Telephone, Inc.	434
Southeast Telephone - LATAwide Amendment	481
SouthEast Telephone - Port Amendment	484

INTERCONNECTION

**AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS INC.
AND
SOUTHEAST TELEPHONE, INC.**

TABLE OF CONTENTS

General Terms and Conditions

1	Definitions
2	Term and Availability of the Agreement
3	Operational Support Systems
4	Parity
5	White Pages Listings
6	Bona Fide Request/New Business Request Process for Further Unbundling
7	Court Ordered Requests for Call Detail Records and Other Subscriber Information
8	Liability and Indemnification
9	Intellectual Property Rights and Indemnification
10	Proprietary and Confidential Information
11	Assignments
12	Resolution of Disputes
13	Taxes
14	Force Majeure
15	Adoption of Agreements
16	Modification of Agreement
17	Non-waiver of Legal Rights
18	Severability
19	Waivers
20	Governing Law
21	Arm's Length Negotiations
22	Notices
23	Rule of Construction
24	Headings of No Force or Effect
25	Multiple Counterparts
26	Implementation of Agreement
27	Filing of Agreement
28	Compliance with Applicable Law
29	Necessary Approvals
30	Good Faith Performance
31	Nonexclusive Dealings
32	Survival
33	Entire Agreement

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**Attachment 1 - Resale Attachment 2 - Network Elements and Other Services Attachment 3 -
Network Interconnection Attachment 4 - Physical Collocation Attachment 5 - Access to
Numbers and Number Portability Attachment 6 - Pre-Ordering, Ordering and Provisioning,
Maintenance and Repair Attachment 7 - Billing and Billing Accuracy Certification**

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**Attachment 8 - Rights-of-Way, Conduits and Pole Attachments Attachment 9 - Performance
Measurements Attachment 10- Agreement Implementation Template Attachment 11-**

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and SouthEast Telephone, Inc., a Kentucky corporation (“SouthEast”), and shall be deemed effective as of the date of the last signature of both Parties (“Effective Date”). This Agreement may refer to either BellSouth or SouthEast or both as a “Party” or “Parties.”

WITNESSETH

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

WHEREAS, SouthEast is a CLEC authorized to provide telecommunications services in the Commonwealth of Kentucky; and

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WHEREAS, SouthEast wishes to resell BellSouth’s telecommunications services and purchase network elements and other services, and the Parties wish to interconnect their facilities and exchange traffic pursuant to sections 251, 252 and 271 of the Communications Act of 1934, as amended by the Telecommunications Act of 1996; and

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WHEREAS, BellSouth and SouthEast wish to reach agreement to address disputed issues relating to the provision of interconnection, network elements, resale, services, and related matters, even though the two Parties continue to maintain different views regarding the legal and regulatory parameters governing which interconnection arrangements and network elements must be provided subject to sections 251, 252, 271, and other provisions of the Act, and which may be provided as unregulated commercial arrangements;

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

1. Definitions

Act is defined as the Communications Act of 1934, as amended (47 U.S.C. §§ 151 et seq.).

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 Kentucky Public Service Commission,

Deleted: appropriate regulatory agency in each of BellSouth’s nine-state region, Alabama, Florida, Georgia,
Deleted: , Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

Competitive Local Exchange Carrier (CLEC) means a telephone company

certificated by the Commission to provide local exchange service within BellSouth's franchised area.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communication Commission.

Version 3Q00:09/2900

General Terms and Conditions
Page 2

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.

Deleted: 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.).

2. **Term and Availability of the Agreement**

2.1 The term of this Agreement shall be from _____, 2006 until the date five years after the Effective Date. This agreement is available exclusively for Southeast's provision of telecommunications and other related services, to communities or territories, whether incorporated or unincorporated, within the Commonwealth of Kentucky that: (a) have less than 50,000 inhabitants; and (b) are not within an urbanized area, as defined by the U.S. Census Bureau.

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2.2 The Parties agree that by no earlier than one hundred eighty (180) days and no later than ninety (90) 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"). If as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Section 2.3.2 below, this Agreement shall continue for successive six-month terms while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.3 below.

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2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may initiate an arbitration regarding the just, reasonable, and appropriate terms, conditions and prices for any and all provisions of the Subsequent Agreement.

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2.4 In the event that as of the date of expiration of this Agreement, the Parties have not entered into a Subsequent Agreement, then the terms, conditions, and prices provided in this

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[Agreement shall remain in effect on a month-to-month basis.](#)

Deleted: In the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.

3.

Operational Support Systems

SouthEast shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachments 2, 3 and 5, as applicable.

4.

Parity

When SouthEast purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to SouthEast 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 networks of BellSouth and the network of SouthEast shall be at a level that is equal 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 end users and service quality as perceived by SouthEast.

Deleted: 2.3.1 . Except as set forth in Section 2.3.2 below, Notwithstanding the foregoing, in the event that as of the date of 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 2.3 above, then either Party may terminate this Agreement upon sixty ¶ (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to ¶ General Terms and Conditions Page 3 ¶ SouthEast pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to SouthEast pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the date of execution.

Deleted: 2.3.2 . Notwithstanding Section 2.3 above, in the event that as of the date of expiration of this Agreement the Parties have not entered into a Subsequent Agreement and (1) no arbitration proceeding has been filed in accordance with Section 2.2 above, and ¶ (2) SouthEast either is not certified as a CLEC in any particular state to which this Agreement applies or has not ordered any services under this Agreement as of the date of expiration, then this Agreement shall not continue on a month to month basis but shall be deemed terminated as of the expiration date hereof. ¶

5. White Pages Listings

5.1 BellSouth shall provide SouthEast and their customers access to white pages directory listings under the following terms:

5.2. Listings. SouthEast shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include SouthEast residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between SouthEast and BellSouth subscribers.

5.2.1 Rates. So long as SouthEast provides subscriber listing information to BellSouth in accordance with Section 5.3 below, BellSouth shall provide to SouthEast one (1) primary White Pages listing per SouthEast subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.

5.3 Procedures for submitting SouthEast Subscriber Information are found in The BellSouth Business Rules for Local Ordering.

Deleted: Submitting

5.3.1 Notwithstanding any provision(s) to the contrary, SouthEast shall provide to BellSouth, and BellSouth shall accept, SouthEast's Subscriber Listing Information (SLI) relating to SouthEast's customers in the geographic area(s) covered by this Interconnection Agreement. SouthEast authorizes BellSouth to release all such SouthEast SLI provided to BellSouth by SouthEast to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such SouthEast SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder.

Deleted: BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

5.3.2 No compensation shall be paid to SouthEast for BellSouth's receipt of SouthEast SLI, or for the subsequent release to third parties of such SLI.

Deleted: In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of SouthEast's SLI, or costs on an ongoing basis to administer the release of SouthEast SLI, SouthEast shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.

5.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by SouthEast under this Agreement. SouthEast 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 SouthEast listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to SouthEast any complaints received by BellSouth relating to the accuracy or quality of SouthEast listings.

- 5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.4 Unlisted/Non-Published Subscribers. SouthEast will be required to provide to BellSouth the names, addresses and telephone numbers of all SouthEast customers that wish to be omitted from directories.
- 5.5 Inclusion of SouthEast Customers in Directory Assistance Database. BellSouth will include and maintain SouthEast subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and SouthEast shall provide such Directory Assistance listings at no recurring charge. BellSouth and SouthEast will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.
- 5.6 Listing Information Confidentiality. BellSouth will accord SouthEast's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to SouthEast's customer proprietary confidential directory information to those BellSouth employees or agents who are involved in the preparation of listings or directories.
- 5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to SouthEast subscribers at no charge or as specified in a separate BAPCO agreement.

General Terms and

Condi
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Page 6

6. Bona Fide Request/New Business Request Process for Further Unbundling

- 6.1 BellSouth shall, upon request of SouthEast, provide to SouthEast access to its network elements at any technically feasible point for the provision of SouthEast's telecommunications service where such access is necessary and failure to provide access would impair the ability of SouthEast to provide services that it seeks to offer. Any request by SouthEast for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request (BFR/NBR), and shall be submitted to BellSouth pursuant to

the BFR/NBR process.

6.2 SouthEast shall submit any BFR/NBR in writing to SouthEast's Account Manager. The BFR/NBR 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. **7. Court Ordered Requests for Call Detail Records and Other Subscriber Information**

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Deleted: The BFR/NBR also shall include SouthEast's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business. ¶

7.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for SouthEast, 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 SouthEast end users. 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 SouthEast end users for the same length of time it maintains such information for its own end users.

7.2 Subpoenas Directed to SouthEast. Where BellSouth is providing to SouthEast telecommunications services for resale or providing to SouthEast the local switching function, then SouthEast agrees that in those cases where SouthEast receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to SouthEast end users, and where SouthEast does not have the requested information, SouthEast will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 7.1 above.

7.3 In all other instances, where either Party receives a request for information involving the other Party's end user, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

Version 3Q00:09/2900

General Terms and

Condi
tions
Page 7

8. Liability and Indemnification

8.1 Parties' Liability. In the event that SouthEast 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 SouthEast under this Agreement. In the event that BellSouth 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 BellSouth under this Agreement.

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8.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable

to SouthEast, and SouthEast shall not be liable to BellSouth, for any act or omission of another telecommunications company providing services to SouthEast or BellSouth.

8.3 Limitation of Liability

8.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed. Such limitation of liability shall not apply to gross negligence or willful misconduct.

8.3.2 [Reserved]

8.3.3 Neither BellSouth nor SouthEast shall be liable for damages to the other Party's terminal location, equipment or End User 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.

8.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability,

Deleted: Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third Party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such 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 and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.

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.

8.3.5 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.

8.4 Indemnification for Certain Claims. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement. The Party providing services hereunder (BellSouth) shall indemnify the Party receiving services (SouthEast) should they become liable due to BellSouth's negligence, gross negligence, or willful misconduct.

8.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, 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.

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9. Intellectual Property Rights and Indemnification

9.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any name, service mark or trademark of the other Party. Notwithstanding the foregoing, SouthEast may use BellSouth's name solely in response to inquiries of customers or potential customers regarding the source of the underlying service or the identity of repair or service technicians under this Agreement.

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9.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited license to use patents or copyrights to the extent necessary for

the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

- 9.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 of this Agreement.
- 9.4 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:
- 9.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 9.4.2 obtain a license sufficient to allow such use to continue.
- 9.4.3 In the event 9.4.1 or 9.4.2 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.
- 9.5 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.

Version 3Q00:09/2900

General Terms and

Condi
ons

Page 10

- 9.6 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.

10. Proprietary and Confidential Information

- 10.1 Proprietary and Confidential Information. It may be necessary for BellSouth and

SouthEast, 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.

10.2 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.

10.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:
(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 regarding interconnection, network elements, resale, services, and related matters, 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 Commission, the FCC or a commercial arbitrator with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

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10.5 Recipient agrees not to publish or use the Information for any advertising, sales 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, or application which is now or may hereafter be owned by the Discloser.

1 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. Assignments

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 or any right, obligation, duty or other interest hereunder to an Affiliate of the Party 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 SouthEast, the assignee must provide evidence of Commission CLEC certification. 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.

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12. Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall petition the Commission for a resolution of this dispute. For issues over which the Commission does not have authority, the Parties may avail themselves of any available legal remedies in the appropriate forum. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement. Furthermore, the Parties agree to carry on their respective obligations under this Agreement, while any dispute is pending.

Deleted: Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

13. Taxes

13.1 Definition. The following definitions apply for purposes of this Section:

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13.1.1 Transactional Taxes and Fees. Transactional Taxes and Fees shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other

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General Terms and Conditions Page 12

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 therefor, excluding any taxes levied on income and excluding any Franchise Taxes and Fees.

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Deleted: 13.2.1 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. ¶

13.2.2 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. ¶

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

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

13.3.2 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. ¶

13.3.3 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 (... [1]

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Deleted: 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 (... [2]

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Deleted: To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between (... [3]

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Deleted: If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the P (... [4]

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13.1.2. Franchise Taxes and Fees. Franchise Taxes and Fees shall include any federal, state, or local taxes, fees, charges or other payments, contractual or otherwise, levied upon real estate or other physical property, levied for the right to operate as a common carrier or otherwise to business, or levied for the use of public streets or rights of way, whether designated as franchise fees or otherwise imposed, or sought to be imposed, excluding any taxes levied on income and excluding any Transactional Taxes and Fees.

13.2

Income Taxes and Franchise Taxes and Fees. Income Taxes and Franchise Taxes and Fees imposed on BellSouth shall be borne and paid by BellSouth, without recourse to SouthEast. Income Taxes and Franchise Taxes and Fees imposed on SouthEast shall be borne and paid by SouthEast, without recourse to BellSouth.

13.3

Transactional Taxes and Fees Imposed on BellSouth, But Passed On To Southeast.

13.3.1

BellSouth shall be permitted to collect from SouthEast the amount of any Transactional Taxes and Fees that are imposed on BellSouth on or with respect to the services that BellSouth provides to SouthEast under this Agreement or measured by the charges or payments therefor, only to the extent that BellSouth is permitted or required to pass on such taxes and fees to an interconnected carrier or wholesale purchaser.

13.3.2

To the extent permitted by applicable law, any such Transactional Taxes and Fees shall be shown as separate items on BellSouth's bills to SouthEast. Notwithstanding the foregoing, SouthEast shall remain liable for any such taxes and fees regardless of whether they are actually billed by BellSouth at the time that the service is billed. 13.3.3 If SouthEast disagrees with BellSouth's determination as to the application or basis for any such Transactional Taxes and Fees, the Parties shall consult with respect to the imposition and billing of such tax or fee. BellSouth shall retain responsibility for determining whether and how to contest the imposition of such Transactional Taxes and Fees.

13.3.4

In the event that all or any portion of a contest of the imposition of any such Transactional Tax or Fee is successful, SouthEast shall be entitled to the benefit of any refund or recovery.

13.3.5 If it is ultimately determined that any additional amount of such a Transactional Tax or Fee is due to the imposing authority, SouthEast shall pay such additional amount, including any interest and penalties thereon.

Deleted: 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 ¶ General Terms and Conditions Page 14 ¶ 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.

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Deleted: 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.

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13.3.6 Notwithstanding any provision to the contrary, to the extent that Transactional Taxes and Fees are imposed, or sought to be imposed, upon BellSouth with respect to services that it provides to SouthEast pursuant to this agreement, and the same or similar Transactional Taxes and Fees are also imposed, or sought to be imposed, upon SouthEast with respect to its retail provision of services that are functionally similar to the services that BellSouth provides to SouthEast (including but not limited to Resale services pursuant to Attachment 1 and Network Elements pursuant to Attachment 2 to this Agreement), BellSouth shall not be entitled to pass through such taxes or fees to, or collect such taxes or fees from, SouthEast or SouthEast's customers. BellSouth shall be wholly liable for the payment of any such Transactional Taxes or Fees imposed or sought to be imposed upon it, with no recourse to SouthEast or SouthEast's customers.

13.3.7 To the extent that SouthEast provides services to BellSouth and Transactional Taxes or Fees are imposed or sought to be imposed with respect to such services, BellSouth shall be subject to the same obligations and entitled to the same benefits as SouthEast under sections 13.3.1 through 13.3.6 above, inclusive; and SouthEast shall be subject to the same obligations and entitled to the same benefits as BellSouth under sections 13.3.1 through 13.3.6 above, inclusive

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

13.3.8 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.

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13.4 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.

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14. Force Majeure

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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, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, 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

Deleted: labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts

Deleted: unavailability of equipment from vendor

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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.

If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.

In the event of any labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts) that affects BellSouth's provision of service to SouthEast Telephone or its customers, BellSouth shall be required to provide service to SouthEast Telephone that is comparable to that it provides in connection with its provision of service to its own end user customers in the SouthEast Telephone service area.

Version 3Q00:09/2900

General Terms and

Condi
tions
Page 15

15. Adoption of Agreements

Pursuant to 47 USC § 252(i) and 47 C.F.R. §51.809, BellSouth shall make available to Southeast any entire interconnection agreement filed and approved pursuant to 47 USC § 252, The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement which was adopted.

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 that Party SouthEast 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 The Parties agree that during the term of this Agreement the rates, terms, and conditions set forth in this Agreement and services available hereunder will continue to apply and be made available notwithstanding any changes of law,

- Deleted: BellSouth shall make available,
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- Deleted: the FCC rules
- Deleted: and regulations regarding such availability, to SouthEast any interconnection, service, or network element provided under any other
- Deleted: provided a minimum of six months remains on the term of such Agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted.
- Deleted: interconnection, service, or network element and
- Deleted: BellSouth will endeavor to provide SETEL with an amendment to incorporate the terms and conditions of any 252(i) request within ten (10) business days of such request. The effective date of such amendment shall be the date that both parties have signed the amendment
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- Deleted: BellSouth

including Commission rulemakings, state or federal legislative changes of general application to telecommunications companies and court decisions pertaining to such legislative or regulatory actions, unless and until a court or other legal authority renders a final, non-appealable decision (including expiration of all reconsiderations and appeals) that directly and specifically pertain to this Agreement.

16.4 Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be amended or modified after the expiration date hereof as set forth in Section 2 above, unless SouthEast has requested negotiation of a new agreement and negotiations are pending.

17. Non-waiver of Legal Rights

Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this

General Terms and

Condi
ons
Page 16

Deleted: In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of SouthEast or BellSouth to perform any material terms of this Agreement, SouthEast or BellSouth may, on thirty (30) 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 ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

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Agreement. In recognition of the condition set forth in Section 16.3 above, both Parties waive their rights to appeal or otherwise challenge any such decision(s) with respect to their specific application to the rates, terms and conditions included in this Agreement.

18. Severability

If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid by a final, non-appealable decision (including expiration of all reconsiderations and appeals) rendered by a court or other legal authority, that directly and specifically pertains to this Agreement, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

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Deleted: 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). ¶

19. Waivers

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

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Kentucky, without regard to its conflict of laws principles.

Deleted: State of Georgia

21. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

22. Notices

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.

Account Team
600 North 19th Street
Birmingham, Alabama 35203

and

General Terms and

Condi
ons

Page 17

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

SouthEast Telephone, Inc.

[Darrell Maynard](#)
and
[Liz Thacker](#)
and
[Beth Bowersock](#)

[SouthEast Telephone, Inc.](#)
[P.O. Box 1001](#)
[Pikeville, KY 41501](#)
[\(606\) 432-3000](#)

Deleted: Darrell Maynard
106 Power Drive
Pikeville, KY 41501
¶
(606) 432-3000

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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.

22.3 Notwithstanding the foregoing, BellSouth may provide SouthEast notice via Internet posting of price changes, changes to the terms and conditions of services available for resale per Commission Orders. BellSouth will also 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.

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23. Rule of Construction

The rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

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24. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

25. Multiple Counterparts

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

[Reserved] 27. Filing of Agreement

Upon execution of this Agreement and any amendments hereto, it shall be filed with the Kentucky Public Service Commission pursuant to the requirements of Section 252 of the Act, and pursuant to the FCC's ruling that agreements must be filed with state commissions even with respect to provisions that are not subject to Sections 251 and 252, which are directly related to interconnection agreement provisions subject to Sections 251 and 252 or as otherwise required by the Commonwealth of Kentucky, and the Parties shall share equally any filing fees therefor.

Deleted: 26. Implementation of Agreement

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If SouthEast is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement, the Parties may adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template which may be used for the implementation schedule is contained in Attachment 10 of this Agreement. ¶

28. Compliance with Applicable Law

Each Party shall comply at its own expense with Applicable Law.

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29. Necessary Approvals

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.

Deleted: If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, SouthEast shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by SouthEast. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as SouthEast is duly certified as a local exchange carrier in such state, except as otherwise required by a state Commission.

30. Good Faith Performance

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

Deleted: 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.

Version 3Q00:09/2900

General Terms and

Condi
tions
Page 19

31. Nonexclusive Dealings

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services (except insofar as BellSouth is obligated to provide access to Interconnection, services and Network Elements to SouthEast as a requesting carrier under the Act).

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32. Survival

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

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33. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein 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. 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.

This Agreement may include attachments with provisions for the following services:

Network Elements and Other Services
Local Interconnection
Resale
Collocation

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The following services are included as options for purchase by SouthEast. SouthEast may elect to purchase said services by written request to its Account Manager if applicable.

Optional Daily Usage File (ODUF)
Enhanced Optional Daily Usage File (EODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)
Calling Name (CNAM)
LNP Data Base Query Service

Version 3Q00:09/2900

General Terms and
Conditions
Page 20

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

BellSouth Telecommunications, Inc. SouthEast Telephone, Inc.

Signature Signature

Name Name

Managing Director
Title

Title

Date Date

Attachment 1

Resale

TABLE OF CONTENTS

1. DISCOUNT RATES.....3

2. DEFINITION OF TERMS.....3

3. GENERAL PROVISIONS.....3

4. BELLSOUTH’S PROVISION OF SERVICES TO SOUTHEAST.....7

5. MAINTENANCE OF SERVICES.....8

6. ESTABLISHMENT OF SERVICE.....9

7. PAYMENT AND BILLING ARRANGEMENTS.....11

8. DISCONTINUANCE OF SERVICE.....13

9. LINE INFORMATION DATABASE (LIDB).....15

10. RAO HOSTING.....15

11. OPTIONAL DAILY USAGE FILE (ODUF)15

12. ENHANCED OPTIONAL DAILY USAGE FILE (EODUF).....15

Exhibit A – Applicable Discounts/OSS Rates.....16

Exhibit B – Resale Restrictions.....19

Exhibit C – Line Information Database (LIDB) Storage Agreement.....20

Exhibit D – Optional Daily Usage File (ODUF).....25

Exhibit E – Enhanced Option Daily Usage File (EODUF).....29

Exhibit F – ODUF/EODUF/CMDS Rates.....Rate Table

RESALE

1. Discount Rates

The discount rates applied to SouthEast purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit A. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

2. Definition of Terms

Deleted: 2.1 . COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area

2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.

Deleted: 2.3 . DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.

2.5 END USER CUSTOMER LOCATION means the physical location of the premises where an End User makes use of the telecommunications services.

Deleted: 2.4 . END USER means the ultimate user of the Telecommunications Service. ¶

2.6 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

2.7 RESALE means an activity wherein a certificated CLEC, such as SouthEast, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

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3. General Provisions

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3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. BellSouth shall make available to SouthEast for resale those telecommunications services BellSouth makes available to customers who are not telecommunications carriers. Such services shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement.

Deleted: Subject to effective and applicable FCC and ¶
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Attachment 1 ¶
Page 4 ¶
Commission rules and orders,

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its General Subscriber Services Tariff and
Private Line Services Tariff,

3.1.1 Notwithstanding any other provision of this Agreement or Attachments or Exhibits thereto, BellSouth shall make available to SouthEast information services and other non-telecommunications services that BellSouth makes available bundled with, in combination with, commingled with, or as replacements for, telecommunications services that BellSouth provides to customers who are not telecommunications carriers, including but not limited to voice mail service, vertical features, digital subscriber line service, and high-speed Internet access, to be provided on an unbranded or custom branded basis. BellSouth shall enable SouthEast to resell such services to its customers bundled with, in combination with, commingled with, or as replacements for, SouthEast's telecommunications services, and shall make available operational support systems as needed to facilitate such resale. Such services shall be available at the generally available rates that BellSouth charges its end user customers for such services.

3.2 SouthEast, as a reseller of Lifeline and Link-Up Services, hereby certifies that it has and will comply with the FCC requirements governing the Lifeline and Link-Up programs as set forth in 47 C.F.R. § 54.417(a) and (b). This includes the requirements set forth in BellSouth's GSST, Sections A3.31 and A4.7.

3.2.1 SouthEast shall maintain records to document FCC or applicable state eligibility and verification records to document compliance governing the Lifeline/Link-Up programs for the three (3) full preceding calendar years, and SouthEast shall provide such documentation to the FCC or it's Administrator upon request.

3.2 SouthEast may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:

3.2.1 SouthEast must resell services to other End Users.

3.2.2 SouthEast must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.

3.2.3 SouthEast cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.

3.3 SouthEast will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from SouthEast for said services.

3.4 SouthEast will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.

3.5 BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any End User within the service area of SouthEast. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of SouthEast. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

3.5.1 When a subscriber of SouthEast or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the subscriber's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the subscriber's requested service as set forth in BellSouth Product and Services Interval Guide.

3.5.2 BellSouth and SouthEast will refrain from contacting subscribers who have placed or whose selected carrier has placed on their behalf an order to change his/her Attachment 1

Page 5

service provider from BellSouth or SouthEast to the other Party until such time that the order for service has been completed.

3.6 Current telephone numbers may normally be retained by the End User and are

assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.

3.7 For the purpose of the resale of BellSouth's telecommunications services by SouthEast, BellSouth will provide SouthEast with on line access to telephone numbers for reservation on a first come first served basis. BellSouth shall provide number reservation pursuant to the appropriate FCC rules and regulations. SouthEast acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that SouthEast cancel its reservations of numbers. SouthEast shall comply with such request.

Deleted: Until December 1, 2000, such reservations of telephone numbers, on a pre-ordering basis shall be for a period of ninety (90) days. After December 1, 2000,

3.8 Further, upon SouthEast's request, and for the purpose of the resale of BellSouth's telecommunications services by SouthEast, BellSouth will reserve up to 100 telephone numbers per CLLIC, for SouthEast's sole use. BellSouth shall provide number reservation pursuant to the appropriate FCC rules and regulations. SouthEast acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity of SouthEast's reasonable need in that particular CLLIC.

Deleted: Until December 1, 2000, such telephone number reservations shall be valid for ninety (90) days from the reservation date. After December 1, 2000,

3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.

3.10 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

3.11 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.

Attachment
1 Page
6

3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to SouthEast's End Users, pursuant to Section 7 of the General Terms and Conditions.

3.13 If SouthEast or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, SouthEast has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.

3.14 Facilities and/or equipment utilized by BellSouth to provide service to SouthEast remain the property of BellSouth.

3.15 White page directory listings for SouthEast End Users will be provided in accordance with Section 5 of the General Terms and Conditions.

3.16 SouthEast must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. SouthEast may submit a Local Service Request (LSR) electronically as set forth in Attachment 6. Service orders will be in a standard format designated by BellSouth.

3.17 All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from CLECs who utilize the interfaces. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this Attachment.

3.18 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:

Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities

Call Forward Busy Line ("CF/B")

Call Forward Don't Answer ("CF/DA")

Version 3Q00: 09/29/00

Attachment

1

Page 7

Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.

3.19 BellSouth shall provide branding for, or shall unbrand, voice mail services for SouthEast per the Bona Fide Request/New Business Request process as set forth in Section 6 of the General Terms and Conditions.

3.20 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

3.21 In the event SouthEast acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to SouthEast that Special Assembly at the wholesale discount at SouthEast's option. SouthEast shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.

3.22 BellSouth shall provide 911/E911 for SouthEast customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate SouthEast customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the SouthEast customer service information in the ALI/DMS

Deleted: BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, SouthEast shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, upon request by BellSouth SouthEast shall provide paper copies of customer record information within a reasonable period of time. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agrees that SouthEast and BellSouth 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.

(Automatic Location Identification/Location Information) databases used to support 911/E911 services.

3.23 BellSouth shall bill, and SouthEast shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.

3.24 Pursuant to 47 CFR Section 51.617, BellSouth will bill to SouthEast, and SouthEast shall pay, End User common line charges identical to the End User common line charges BellSouth bills its End Users.

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4 BellSouth's Provision of Services to SouthEast

4.1 Resale of BellSouth services shall be as follows:

4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital End Users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access Attachment 1

Page 8

services available in BellSouth's Shared Tenant Service Tariff A27 in the Commonwealth of Kentucky.

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Deleted: Alabama,
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4.1.3 BellSouth reserves the right to periodically audit services purchased by SouthEast to establish authenticity of use. Such audit shall not occur more than once in a calendar year. SouthEast shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by SouthEast for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

4.2 Subject to Exhibit B hereto, resold services can only be used in the same manner as specified in BellSouth's Tariffs. BellSouth will make available for resale by SouthEast on resold lines BellSouth's federally tariffed ADSL service; provided, however, that the wholesale discount shall not apply to such ADSL service. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g., a usage allowance per month) shall not be aggregated across multiple resold services. 4.3 SouthEast may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.

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4.4 Service Jointly Provisioned with an Independent Company or CLEC

4.4.1 BellSouth will in some instances provision resold services in accordance with BellSouth's GSST and Private Line Tariffs jointly with an Independent Company (ICO) or other CLEC.

4.4.2 When SouthEast assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.

4.4.3 Service terminating in an ICO or other CLEC area will be provisioned and billed by the ICO or other CLEC directly to SouthEast.

4.4.4 SouthEast must establish a billing arrangement with the ICO or other CLEC prior to assuming a customer account where such circumstances apply.

4.4.5 Specific guidelines regarding such services are available on the BellSouth Interconnection Web site.

5. Maintenance of Services

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5.2 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

Deleted: 5.1. SouthEast will adopt and adhere to the standards contained in the current version in effect, as appropriate, and as they are amended from time to time during this Agreement, in the applicable BellSouth Operational Understanding regarding maintenance of service. Changes to the BellSouth Operational Understanding impacting either party will require thirty (30) days prior notice. Further, SouthEast will not be responsible to adhere to any changes made without thirty (30) days notice from BellSouth. The BellSouth Operational Understanding can be accessed via the internet @ <http://www.interconnection.bellsouth.com>.

5.3 SouthEast or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.

5.4 SouthEast accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.

Version 3Q00: 09/29/00

5.5 SouthEast will contact the appropriate repair centers in accordance with procedures established by BellSouth.

5.6 For all repair requests, SouthEast shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.

5.7 BellSouth will bill SouthEast for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services. Reciprocally, Southeast may bill BellSouth, using the same rates and conditions BellSouth charges to SouthEast for dispatched no trouble found conditions. In order for the charges to be applicable, the trouble would have to be found and resolved in the BellSouth network within sixty (60) days of the original report and the reported trouble must have been previously closed to SouthEast by BellSouth as no trouble found in the BellSouth network. This paragraph in no way relieves SouthEast of their responsibility to conform with the prescreening responsibilities required of CLECs outlined in the Operational Understanding. BellSouth will provide to Southeast the end users billing name, address, and account number

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5.8 BellSouth and SouthEast will work cooperatively to identify and resolve chronic troubles in either party's network. Both parties agree that any payment of charges

resulting from a no trouble found condition as described in paragraph 5.7 will be credited to the paying party if the trouble is ultimately found and cleared in the other party's network. The parties also recognize that multiple dispatches may have resulted by both parties to resolve the same type of trouble and that payment of charges as outlined in paragraph 5.7 may be billed to the appropriate party. The parties agree to work cooperatively to resolve any disputes resulting from the process described in this paragraph.

5.9 BellSouth reserves the right to contact SouthEast's End Users, if deemed necessary, for maintenance purposes. However, when such contact is made by telephone, the BellSouth representative shall identify him or herself as "your telephone company repair service." Moreover, BellSouth representatives may not disparage SouthEast or its services when it contacts SouthEast customers.

6. Establishment of Service

Version 3Q00: 09/29/00

Attachment
1 Page
10

- 6.2 Service orders will be in a standard format designated by BellSouth.
- 6.3 SouthEast shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that SouthEast will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for SouthEast's End User customer. SouthEast must, however, be able to demonstrate End User authorization upon request.
- 6.4 BellSouth will accept a request directly from the End User for conversion of the End User's service from SouthEast to BellSouth or will accept a request from another CLEC for conversion of the End User's service from SouthEast to such other CLEC. Upon completion of the conversion BellSouth will notify SouthEast that such conversion has been completed.
- 6.5 If BellSouth determines that an unauthorized change in local service to SouthEast has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess SouthEast as the CLEC initiating the unauthorized change, the unauthorized change charge described in FCC Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff, will also be assessed to SouthEast. These charges can be adjusted if SouthEast provides satisfactory proof of authorization.

Version 3Q00: 09/29/00

Attachment
1 Page
11

7. Payment And Billing Arrangements

7.1 BellSouth shall bill SouthEast on a current basis all applicable charges and credits.

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~~Deleted: 6.1 . After receiving certification as a local exchange company from the appropriate regulatory agency, SouthEast will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for SouthEast's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, as described in Section 6.6 below, BellSouth will begin taking orders for the resale of service. ¶~~

~~Deleted: 6.6 . BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established. ¶~~

6.6.1 Such security deposit shall take the form of cash for cash equivalent, an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. ¶

6.6.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service. ¶

6.6.3 Such security deposit shall be two months' estimated billing. ¶

6.6.4 The fact that a security deposit has been made in no way relieves SouthEast from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. ¶

6.6.5 BellSouth reserves the right to increase the security deposit requirements after a thirty (30) day notice, when, in its reasonable judgment, changes in ... [5]

~~Deleted: 6.6.6 . In the event service to SouthEast is terminated due to SouthEast's default on its account, any security deposits held will be applied to SouthEast's account. ¶
<#>Interest on a cash or cash equivalent security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. ¶~~

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~~Deleted: 7.1 . Prior to submitting orders to BellSouth for local service, a master account must be established for SouthEast. SouthEast is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National ... [6]~~

~~Deleted: 2~~

7.2 Payment of all charges will be the responsibility of SouthEast. SouthEast shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by SouthEast from SouthEast's End User. BellSouth will not become involved in billing disputes that may arise between SouthEast and its End User. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an End User's account. Deleted: 3

7.3 BellSouth will render bills each month on established bill days for each of SouthEast's accounts. Deleted: 4

7.4 BellSouth will bill SouthEast in advance for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill SouthEast, and SouthEast will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees. Deleted: 5

7.5 The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth. Deleted: 6

7.5.1 If the payment due date falls on a Sunday or on a Holiday which 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 Deleted: 6

payment is not received by the payment due date, a late payment charge, as set forth in section 7.8 following, shall apply.

7.5.2 If SouthEast requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to SouthEast. Deleted: 6

7.5.3 Billing Disputes Deleted: 6

7.5.3.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the Deleted: 6

allotted time frame, the following resolution procedure will begin:

- | 7.5.3.2 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution Deleted: 6

- | 7.5.3.3 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution. Deleted: 6

- | 7.5.3.4 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. Deleted: 6

- | BellSouth shall only assess interest on previously assessed late payment charges if it has authority pursuant to its tariffs. Deleted: in a state where

- | 7.6 Upon proof of tax exempt certification from SouthEast, the total amount billed to SouthEast will not include any taxes due from the End User to reflect the tax exempt certification and local tax laws. SouthEast will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to SouthEast's End User. Deleted: 7

- Attachment
1 Page
13

- | 7.7 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date times 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 General Subscriber Services Tariff or Section B2 of the Private Line Service Tariff, as applicable. SouthEast will be charged a fee for all returned checks as set forth in Section to A2 of the General Subscriber Services Tariff or in applicable state law. Deleted: 8

- | 7.8 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. Deleted: 9

- | 7.9 BellSouth will not perform billing and collection services for SouthEast as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth. Deleted: 10

7.10 In general, BellSouth will not become involved in disputes between SouthEast and SouthEast's End User customers relating to resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, SouthEast shall contact the designated Service Center for resolution. BellSouth will assist in the resolution of the dispute and will work with SouthEast to resolve the matter in as timely a manner as possible. SouthEast may be required to submit documentation to substantiate the claim.

8. Discontinuance of Service

8.1 The procedures for discontinuing service to an End User are as follows:

8.1.1 BellSouth will deny service to SouthEast's End User on behalf of, and at the request of, SouthEast. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of SouthEast.

8.1.2 At the request of SouthEast, BellSouth will disconnect a SouthEast End User customer.

8.1.3 All requests by SouthEast for denial or disconnection of an End User for nonpayment must be in writing.

8.1.4 SouthEast will be made solely responsible for notifying the End User of the proposed disconnection of the service.

8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise SouthEast when it is determined that annoyance calls are originated Attachment 1

Page 14

from one of its End User's locations. BellSouth shall be indemnified, defended and held harmless by SouthEast and/or the End User against any claim, loss or damage arising from providing this information to SouthEast. It is the responsibility of SouthEast to take the corrective action necessary with its End Users who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the End User's service.)

8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an End User or an End User's CLEC at the same address served by the denied facility.

8.2 The procedures for discontinuing service to SouthEast are as follows:

8.2.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by SouthEast of the rules and regulations of BellSouth's Tariffs.

8.2.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to SouthEast, that additional

applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, provide written notice to the person designated by SouthEast to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to SouthEast, if payment is not received by the thirtieth day following the date of the notice.

- 8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and SouthEast's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to SouthEast without further notice.
- 8.2.5 Upon discontinuance of service on a SouthEast's account, service to SouthEast's End Users will be denied. BellSouth will also reestablish service at the request of the End User or SouthEast upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. SouthEast is solely responsible for notifying the End User of the proposed disconnection of the service.

Attachment
1 Page
15

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

2. Line Information Database (LIDB)

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- 9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.
- 9.2 BellSouth will provide LIDB Storage upon written request to SouthEast's Account Manager stating a requested activation date.

10. RAO Hosting

10.1 RAO Hosting is not required for resale in the BellSouth region.

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11. Optional Daily Usage File (ODUF)

11.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit D. Rates for ODUF are as set forth in Exhibit F of this Attachment.

11.2 BellSouth will provide ODUF service upon written request to its Account Manager stating a requested activation date.

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12. Enhanced Optional Daily Usage File (EODUF)

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- 12.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit E. Rates for EODUF are as set forth in Exhibit F of this Attachment.
- 12.2 BellSouth will provide EODUF service upon written request to its Account Manager stating a requested activation date.

Attachment 1 Page 16 Exhibit A

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by SouthEast for the purposes of resale to SouthEast End Users shall be available at the following discount off of the retail rate. If SouthEast cancels an order for telecommunications services for the purpose of resale, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with the applicable sections of the GSST and the PLST.

RESALE DISCOUNTS AND RATES

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STATE

... [7]

		<u>KENTUCKY</u>
<u>APPLICABLE DISCOUNTS</u>		
<u>RESIDENCE</u>		<u>16.79%</u>
<u>BUSINESS</u>		<u>15.54%</u>
<u>CSAs*</u>		
* Unless noted in this row, the discount for Business will be the applicable discount rate for CSAs.		
<u>OPERATIONAL SUPPORT SYSTEMS (OSS) RATES</u>		
<u>ELEMENT</u>	<u>USOC</u>	
Electronic LSR	SOMECS	\$3.50
Manual LSR	SOMAN	\$19.99
<u>OPERATOR SERVICES (OPERATOR CALL PROCESSING AND DIRECTORY ASSISTANCE)</u>		
<u>SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)</u>		
<u>ELEMENT</u>	<u>USOC</u>	
<u>Nonrecurring Charge:</u>		<u>\$229.65</u>
<u>Per Unique LCC, per Request, per Switch</u>		
<u>Nonrecurring Disconnect Charge: Per Unique LCC, per Request, per Switch</u>		<u>NA</u>
<u>CUSTOM BRANDING ANNOUNCEMENT (CBA)</u>		
<u>DIRECTORY ASSISTANCE (DA) CBA via OLNS SOFTWARE</u>		
<u>Recording of DA CBA</u>		<u>\$3,000.00</u>
<u>Loading of DA CBA per DRAM Card/Switch per OCN</u>		<u>\$1,700.00</u>
		<u>KENTUCKY</u>
<u>CUSTOM BRANDING ANNOUNCEMENT (CBA) CONT'd</u>		
<u>DIRECTORY ASSISTANCE (DA) UNBRANDING via OLNS SOFTWARE</u>		
<u>Loading of DA per OCN (1 OCN per Order)</u>		<u>\$420.00</u>
<u>Loading of DA per Switch, per OCN</u>		<u>\$16.00</u>
<u>OPERATOR ASSISTANCE (OA) CBA via OLNS SOFTWARE</u>		

<u>ELEMENT</u>	
<u>Recording of OA CBA</u>	<u>\$7,000.00</u>
<u>Loading of OA CBA per shelf/ NAV per OCN</u>	<u>\$500.00</u>
<u>Loading of DA CBA per DRAM Card/Switch per OCN</u>	<u>\$1,170.00</u>
<u>OPERATOR ASSISTANCE (OA) UNBRANDING via OLNS SOFTWARE</u>	
<u>Loading of OA per OCN - Regional</u>	<u>\$1,200.00</u>

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

Denial/Restoral OSS Charge

In the event SouthEast provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

Cancellation OSS Charge

Version 3Q00: 09/29/00
Attachment 1
Page 18

Exhibit A

SouthEast will incur an OSS charge for an accepted LSR that is later canceled by SouthEast.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

Attachment 1 Exhibit B

Exclusions and Limitations on Services Available for Resale

1.	<u>Type of Service</u>	<u>KY</u>	
		<u>Resale</u>	<u>Discount</u>
<u>1</u>	<u>Grandfathered Services (Note 1)</u>	<u>Yes</u>	<u>Yes</u>
<u>2</u>	<u>Promotions - > 90 Days (Note 2)</u>	<u>Yes</u>	<u>Yes</u>
<u>3</u>	<u>Promotions - < 90 Days (Note 2)</u>	<u>Yes</u>	<u>No</u>
<u>4</u>	<u>Lifeline/Link Up Services</u>	<u>Yes</u>	<u>Note 4</u>
<u>5</u>	<u>911/E911 Services</u>	<u>Yes</u>	<u>Yes</u>
<u>6</u>	<u>N11 Services</u>	<u>No</u>	<u>No</u>
<u>7</u>	<u>MemoryCall@Service</u>	<u>Yes</u>	<u>No</u>
<u>8</u>	<u>Mobile Services</u>	<u>Yes</u>	<u>No</u>
<u>9</u>	<u>Federal Subscriber Line Charges</u>	<u>Yes</u>	<u>No</u>
<u>10</u>	<u>Non-RecurCharges</u>	<u>Yes</u>	<u>Yes</u>
<u>11</u>	<u>End User Line Chg- Number Portability</u>	<u>Yes</u>	<u>No</u>
<u>12</u>	<u>Public Telephone Access Svc(PTAS)</u>	<u>Yes</u>	<u>Yes</u>
<u>13</u>	<u>Inside Wire Maint Service Plan</u>	<u>Yes</u>	<u>No</u>

Deleted: Threshold Billing Plan ¶
 SouthEast will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentages shown ¶
 below: ... [8]

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Applicable Notes:

- 1. Grandfathered services can be resold only to existing subscribers of the grandfathered service.
- 2. Where available for resale, promotions will be made available only to End Users who would have qualified for the promotion had it been provided by BellSouth directly.

3. In Tennessee, long-term **promotions** (offered for more than ninety (90) days) may be obtained at one of the following rates:
- (a) the stated tariff rate, less the wholesale discount;
 - (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)
4. **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.
5. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.

Attachment 1 Page 20 EXHIBIT C

Deleted: LINE INFORMATION DATA BASE (LIDB) ¶

STORAGE AGREEMENT ¶

I. SCOPE ¶

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of SouthEast and pursuant to which BellSouth, its LIDB customers and SouthEast shall have access to such information. SouthEast understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of SouthEast, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection/Resale Agreement upon notice to SouthEast's account team to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum is hereby made a part of this LIDB Storage Agreement as if fully incorporated herein. ¶

B. LIDB is accessed for the following purposes: ¶

<#> Billed Number Screening ¶

<#> Calling Card Validation ¶

<#> Fraud Control ¶

¶

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

Attachment 1 Page 21 EXHIBIT C ¶

SouthEast understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. SouthEast further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from End Users. Additionally, SouthEast understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on SouthEast's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its sup[... [9]

LINE INFORMATION DATA BASE (LIDB)
RESALE STORAGE AGREEMENT

I. Definitions (from Addendum)

A. Billing number – a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number – a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service.

C. Special billing number – a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service.

D. Calling Card number – a billing number plus PIN number assigned by BellSouth.

E. PIN number – a four-digit security code assigned by BellSouth that is added to a billing number to compose a fourteen-digit calling card number.

F. Toll billing exception indicator – associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, but SouthEast.

G. Billed Number Screening – refers to the query service used to determine whether a toll billing exception indicator is present for a particular number.

H. Calling Card Validation – refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information – information about billing number or Calling Card number assigned by BellSouth and toll billing exception indicator provided to BellSouth by SouthEast.

J. Get-Data – refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.

K. Originating Line Number Screening ("OLNS") – refers to the query service used to determine the billing, screening and call handling indicators, station type and Account Owner provided to BellSouth by SouthEast for originating line numbers.

L. Account Owner – name of the local exchange telecommunications company that is providing dial tone on a subscriber line.

II. General

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of SouthEast and pursuant to which BellSouth, its LIDB customers and SouthEast shall have access to such information. In addition, this Agreement sets forth the terms and conditions for SouthEast's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. SouthEast understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of SouthEast, pursuant to this Agreement, shall be available to those telecommunications service providers. The

terms and conditinos containe herein shall hereby be made a part of this Resale Agreement upon notice to SouthEast's account team and/or Local Contraset Manager to activate htis LIDB Storage Agreement. The General Terms and Conditions of the Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storarge Agreement as if fully incorporated herein.

B. BellSouth will provide responses to on-line, call-by-call queries to biling number information for the following purposes:

1. Billed Number Screening

BellSouth is authorized to use the billing number informatin to determine whether SouthEast has identified the billing number as the one that shoudl not be billed for collect or third number dcalls.

2. Calling Card Validation

BellSouth is authorized to validate a 14-Digit calling card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.

3. OLNS

BellSouth is authorized to provide originating line screening information for billing services restrictions, station type, call handling indicators, presubscribed interLATA and local carrier and account number on the lines of SouthEast from which a call originates.

4. GetData

BellSouth is authorized to provide, at a minimum, the account owner and/or Regional Accounting Office information on the lines of SouthEast indicating the local service provider and where billing records are to be sent for settlement purposes. This query service may be modified to provide additional information in the future.

5. Fraud Control

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such informatin is included in the LDIB query. Bellsouth will establish fraud alert thresholds and will notify SouthEast of fraud alerts so that SouthEast may take action it deems appropriate.

III. Responsibility of the Parties

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

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses and assuch these billing and collection customers

("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate SouthEast's data from BellSouth's data, the following shall apply:

(1) BellSouth will identify SouthEast end user originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement. SouthEast is responsible for entering into the appropriate agreement with interexchange carriers for handling of long distance charges by their end users.

(2) BellSouth shall have no obligation to become involved in any disputes between SouthEast and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customers to SouthEast. It shall be the responsibility of SouthEast and the B&C Customers to negotiate and arrange for any appropriate adjustments.

IV. Fee for Services and Taxes

A. SouthEast will not be charged a fee for storage services provided by BellSouth to SouthEast, as described in this LIDB Resale Storage Agreement.

B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state, or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by SouthEast in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

Attachment 1 Page 25 EXHIBIT D

Optional Daily Usage File

1 Upon written request from SouthEast, BellSouth will provide the Optional Daily Usage File (ODUF) service to SouthEast pursuant to the terms and conditions set forth in this section.

2 SouthEast shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File. ← --- Formatted: Bullets and Numbering

3. The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a SouthEast customer.

Charges for delivery of the Optional Daily Usage File will appear on SouthEast's monthly bills. The charges are as set forth in Exhibit F to this Attachment.

3 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

4 Messages that error in SouthEast's billing system will be the responsibility of SouthEast. If, however, SouthEast should encounter significant volumes of errored messages that prevent processing by SouthEast within its systems, BellSouth will work with the to determine the source of the errors and the appropriate resolution. ← --- Formatted: Bullets and Numbering

5 The following specifications shall apply to the Optional Daily Usage Feed.

6.1 Usage To Be Transmitted

6.1.1 The following messages recorded by BellSouth will be transmitted to SouthEast:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)

-Measured billable Local

-Directory Assistance messages

- IntraLATA Toll

Attachment 1 Page 26 EXHIBIT D

-WATS and 800 Service

-N11

-Information Service Provider Messages

-Operator Services Messages

-Operator Services Message Attempted Calls (UNE only)

-Credit/Cancel Records

-Usage for Voice Mail Message Service

6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to SouthEast.

6.1.4 In the event that SouthEast detects a duplicate on Optional Daily Usage File they receive from BellSouth, SouthEast will drop the duplicate message (SouthEast will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

6.2.1 The Optional Daily Usage File will be distributed to SouthEast via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and SouthEast for the purpose of data transmission. Where a dedicated line is required, SouthEast will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. SouthEast will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges

Attachment 1 Page 27 EXHIBIT D

assessed to SouthEast. Additionally, all message toll charges associated with the use of the dial circuit by SouthEast will be the responsibility of SouthEast. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on SouthEast end for the purpose of data transmission will be the responsibility of SouthEast.

6.3 Packing Specifications

- 6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to SouthEast which BellSouth RAO is sending the message. BellSouth and SouthEast will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by SouthEast and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

- 6.4.1 SouthEast will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. SouthEast will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to SouthEast by BellSouth.

6.5 Control Data

SouthEast will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate SouthEast received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by SouthEast for reasons stated in the above section.

6.6 Testing

- 6.6.1 Upon request from SouthEast, BellSouth shall send test files to SouthEast for the Optional Daily Usage File. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that SouthEast set up a production (LIVE) file. The live test may consist of SouthEast's employees

Attachment 1 Page 28 EXHIBIT D

making test calls for the types of services SouthEast requests on the Optional Daily Usage File. These test calls are logged by SouthEast, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

Attachment 1 Page 29 EXHIBIT E

Enhanced Optional Daily Usage File

1 Upon written request from SouthEast, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to SouthEast pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

2 SouthEast shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

4 Charges for delivery of the Enhanced Optional Daily Usage File will appear on SouthEast's monthly bills. The charges are as set forth in Exhibit F to this Attachment.

5 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

6 Messages that error in the billing system of SouthEast will be the responsibility of SouthEast. If, however, SouthEast should encounter significant volumes of errored messages that prevent processing by SouthEast within its systems, BellSouth will work with SouthEast to determine the source of the errors and the appropriate resolution.

7 The following specifications shall apply to the Optional Daily Usage Feed.

7.1 Usage To Be Transmitted

7.1.1 The following messages recorded by BellSouth will be transmitted to SouthEast:

Customer usage data for flat rated local call originating from SouthEast's End User

lines (1FB or 1FR). The EODUF record for flat rate messages will include: Date of Call

From Number To Number Connect Time Conversation Time

Version 3Q00: 09/29/00

Attachment 1 Page 30 EXHIBIT E

Method of Recording

From RAO

Rate Class

Message Type

Billing Indicators

Bill to Number

7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to SouthEast.

7.1.3 In the event that SouthEast detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, SouthEast will drop the duplicate message (SouthEast will not return the duplicate to BellSouth).

7.2 Physical File Characteristics

7.2.1 The Enhanced Optional Daily Usage Feed will be distributed to SouthEast over their

existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among SouthEast's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

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

Version 3Q00: 09/29/00

Attachment 1 Page 31 EXHIBIT E

7.3 Packing Specifications

- 7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to SouthEast which BellSouth RAO is sending the message. BellSouth and SouthEast will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by SouthEast and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

BELLSOUTH/SouthEast RATES

ODUF/EODUF

RATES BY STATE

<u>DESCRIPTION</u>	<u>KY</u>
<u>ODUF/EODUF/CMDS</u>	
<u>ODUF: Recording, per message</u>	<u>\$0.0008611</u>
<u>ODUF: Message Processing, per message</u>	<u>\$0.0032357</u>
<u>EODUF: Message Processing, per message</u>	<u>\$0.004</u>
<u>ODUF: Message Processing, per magnetic tape provisioned</u>	<u>\$55.68</u>
<u>ODUF: Data Transmission (CONNECT:DIRECT), per message</u>	<u>\$0.0000365</u>
<u>* Volume and term arrangements are also available.</u>	

NOTES:

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

Attachment 2

**Network Elements and Other Services
TABLE OF CONTENTS**

1. INTRODUCTION.....3

2. UNBUNDLED LOOPS, INTEGRATED DIGITAL LOOP CARRIERS, NETWORK INTERFACES DEVICE, UNBUNDLED LOOP CONCENTRATION (ULC) SYSTEM, AND SUB LOOPS.....4

Deleted: AND DARK FIBER

Deleted: 3. HIGH FREQUENCY SPECTRUM NETWORK ELEMENT..... 2524

Deleted: 4. SWITCHING..... . 2928

Deleted: 5. UNBUNDLED NETWORK ELEMENT COMBINATIONS..... . 3837

6. TRANSPORT, CHANNELIZATION AND DARK FIBER..... 4544

7. BELLSOUTH SWA 8XX TOLL FREE DIALING TEN DIGIT SCREENING SERVICE..... 51 8

LINE INFORMATION DATABASE (LIDB)..... 5352

Deleted: 9 SIGNALING..... 55

10. OPERATOR CALL PROCESSING, INWARD OPERATOR SERVICES AND DIRECTORY ASSISTANCE SERVICES..... 6463

Deleted: 11. CALLING NAME (CNAM) DATABASE SERVICE 70

12. BASIC 911 AND E911 71

13. TRUE-UP..... 7372-LIDB

**Storage Agreement Exhibit A CNAM Database Service Exhibit B Rates Exhibit C
ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES**

1. Introduction

1.1 This Attachment sets forth the unbundled network elements and combinations of unbundled network elements that BellSouth agrees to offer to SouthEast in accordance with its

obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other unbundled network elements and services BellSouth makes available to SouthEast (Other Services).

The specific terms and conditions that apply to the unbundled network elements are described below in this Attachment 2. The price for each unbundled network element and combination of unbundled Network Elements are set forth in Exhibit C of this Agreement.

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1.2 For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment provided by BellSouth on an unbundled basis as is used by the CLEC in the provision of a telecommunications service. These unbundled network elements include not only the elements identified in 47 C.F.R. § 51.319, but also elements required pursuant to Section 271 of the Act and other elements that BellSouth has agreed to provide to SouthEast under this Agreement, and combinations of elements. For purposes of this Agreement, combinations of Network Elements and Network Elements that are offered on a "commingled" basis with other elements or services shall be referred to as "Combinations."

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1.2.1 Except as otherwise required by law, BellSouth shall not impose limitation restrictions or requirements or request for the use of the network elements or combinations that would impair the ability of SouthEast to offer telecommunications service in the manner SouthEast intends.

SouthEast may purchase and use Network Elements and Other Services from BellSouth and BellSouth will provide such Network Elements and Other Services in accordance the Act, rules and orders of the FCC and the Commission, other provisions of law, and the terms and conditions of this Agreement.

1.2.1.1 When SouthEast purchases an unbundled network element facility or a feature, function, or capability of that facility pursuant to this Agreement, it is entitled to exclusive use of that facility or the feature, function or capability of that facility for a period of time. SouthEast's purchase of unbundled network elements does not relieve BellSouth of its obligation to maintain, repair, or replace the unbundled network element.

1.2.2 Except upon request by SouthEast, BellSouth shall not separate requested network elements or services that BellSouth currently combines or commingles.

1.3 BellSouth shall, upon request of SouthEast, and to the extent technically feasible, provide to SouthEast access to its network elements for the provision of SouthEast's telecommunications service. If no rate is identified in the contract, 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.

Deleted: 1.2.2.1 . Unless otherwise ordered by an appropriate state or federal regulatory agency, currently combined Network Elements are defined as elements that are already combined within BellSouth's network to a given location. ¶

1.4 SouthEast may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner SouthEast chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements located outside of the central office, BellSouth shall deliver the network elements purchased by SouthEast for combining to the designated SouthEast collocation space. The network elements shall be provided as set forth in this Attachment.

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1.4.1 BellSouth shall permit SouthEast to commingle an unbundled network element with one or more facilities or services that SouthEast obtains from BellSouth, including network elements and wholesale services provided pursuant to the obligations set forth in Section 271 of the Act as well as tariffed and non-tariffed special access and private line services. Upon request from

SouthEast, BellSouth shall perform the functions necessary to commingle an unbundled network element or combination of elements with one or more facilities or services provided by BellSouth.

1.4.2 BellSouth shall not deny SouthEast access to an unbundled network element or combination of elements on the grounds that one or more of the elements:

1.4.2.1 Is connected to, attached to, linked to, or combined with a facility or service obtained from BellSouth; or

1.4.2.2 Shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.

1.5 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

~~Reserved~~ 1.7 SouthEast will adopt and adhere to the standards contained in the applicable BellSouth Operational Understanding regarding maintenance of service.

1.8 Standards for Network Elements

1.8.1 BellSouth shall comply with the requirements set forth in the technical references, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

1.8.2 If one or more of the requirements set forth in this Agreement are in conflict, the Parties shall mutually agree on which requirement shall apply. If the Parties cannot reach agreement, the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.

1.9 Rates

The prices that SouthEast shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If SouthEast purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply, unless otherwise specified in this Agreement.

1.10 Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

2. Unbundled Loops, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, and Sub loops,

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

2.1 Unbundled Loops

Deleted: 1.6 In the event that any effective legislative, regulatory, judicial or other legal action modifies or redefines the "Network Elements" in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Party may petition the Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.

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2.1.1 General. The local loop network element (“Loop(s)”) is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth’s central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop network element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), line conditioning, and inside wire owned or controlled by BellSouth. SouthEast shall purchase the entire bandwidth of the Loop and, except as required herein or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the Loop.

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2.1.2 The Loop does not include any packet switched features, functions or capabilities.

2.1.3 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User’s premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User’s premises or, in the case of predominantly residential MDUs, not more than five hundred (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 five hundred (500) feet from the respective End User’s premises.

2.1.3.1 Notwithstanding any limitations on BellSouth’s obligations pursuant to Section 251 of the Act and the FCC’s rules and orders, BellSouth shall provide Loops to SouthEast on an unbundled basis, pursuant to the rates specified herein, in locations where BellSouth’s copper loops are physically unavailable, including new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, and in FTTH/FTTC overbuild situations where BellSouth chooses to retire those copper Loops pursuant to the FCC’s network disclosure requirements. In these cases, BellSouth will offer Loops to SouthEast via a sixty-four (64) kilobits per second (kbps) second voice grade channel over its FTTH/FTTC facilities.

2.1.3.2 In these instances of Loop orders in a new build (Greenfield) area and in an FTTH/FTTC overbuild area, BellSouth’s standard copper Loop provisioning interval will not apply. Instead, BellSouth will fulfill SouthEast’s orders within the same provisioning intervals, and subject to the same Service Level Agreements (SLAs) and service quality guarantees, as BellSouth offers to its retail customers under the most favorable tariff or contract provisions available. BellSouth will disclose the terms and conditions of such retail offerings to SouthEast upon request.

2.1.4 A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide SouthEast with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid Loop, on an unbundled basis to establish a complete transmission path between BellSouth’s central office and an End User’s premises.

2.1.5 DS1 and DS3 Loops. Notwithstanding any limitations on BellSouth’s obligations pursuant to Section 251 of the Act and the FCC’s rules and orders, BellSouth shall provide DS1 and DS3 loops to SouthEast under this agreement, pursuant to the rates, terms and conditions set forth herein.

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

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2.1.7 BellSouth Order Coordination referenced in Attachment 2 includes two types: “Order Coordination” (OC) and “Order Coordination - Time Specific” (OC-TS).

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2.1.7.1 “Order Coordination” refers to standard BellSouth service order coordination involving the reuse of facilities where SouthEast is requesting that their loop order be provisioned over an existing circuit that is currently providing service to the end user. Order coordination for physical conversions will be scheduled at BellSouth’s discretion during normal working hours on the committed due date and SouthEast will be advised. OC will be provided as a standard item on SL2 voice grade loops and all Unbundled Digital Loops (UDLs). OC will be provided as a chargeable option on SL1 voice grade loops, and all Unbundled Copper Loops.

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2.1.7.2 “Order Coordination – Time Specific” refers to service order coordination in which SouthEast requests a specific time for a service order conversion to take place. BellSouth will make every effort to accommodate SouthEast’s specific conversion time request. However, BellSouth reserves the right to negotiate with SouthEast a conversion time based on load and appointment control when necessary. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. SouthEast may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If SouthEast specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

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If SouthEast requests work to be done for any UNE loop that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

	Order Coordination(OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found

SL-1	Chargeable option	Chargeable Option*	Not available	Chargeable Option-ordered as Engineering Information Document	Charged for Dispatch inside & outside Central Office
SL-2	Included	Chargeable Option*	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop	Included	Chargeable Option* (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop	Chargeable Option	Not available	Included	Included	Charged for Dispatch outside Central Office

*Order Coordination-Time Specific charge for orders due on same day at same location will be applied on a per LSR basis. For UVL-SL1, SouthEast must order OC when requesting OC-TS.

- 2.1.8
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Where facilities are available, BellSouth will install loops in compliance with BellSouth's Interval Guide available at the website at <http://www.interconnection.bellsouth.com>. For orders of 15 or more loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by SouthEast, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply. If SouthEast cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.
- 2.1.9
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If SouthEast modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by SouthEast.
- 2.1.10
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BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels
- Service Level One (SL1) and Service Level Two (SL2).
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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 SouthEast. SouthEast may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as chargeable option. The EI document provides loop make up information which is similar to the information normally provided in a Design Layout Record. Upon issuance of a non-coordinated order in the service order system, SL1 loops will be activated on the due date

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Where facilities are available, BellSouth will install loops in compliance with BellSouth's Interval Guide available at the website at <http://www.interconnection.bellsouth.com>. For orders of 15 or more loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by SouthEast, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply. If SouthEast cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.

in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers

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

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2.1.13 BellSouth will also offer Unbundled Digital Loops (UDL).

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2.1.13.1 UDLs are service specific and 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. The UDL loops are as follows:

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2.1.13.2 UDC/IDSL. Due to technical limitations associated with certain Digital Loop Carrier (DLC) systems, some ISDN-capable loops that are provisioned using DLC systems may not support Integrated Digital Subscriber Line (IDSL) service. BellSouth will not reconfigure its ISDN-capable loop to support IDSL service.

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2.1.13.3 Instead, BellSouth agrees to offer the Universal Digital Channel (UDC), which may also be referred to as an IDSL-capable loop as part of its UDL offerings. The UDC loop is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.

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2.1.13.4 Like the ISDN-capable loop, the UDC may be provisioned on copper or through a DLC system. However, when UDCs are provisioned using a DLC system, BellSouth will ensure that they are only provisioned on time slots that are compatible with data-only services such as IDSL.

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2.1.13.5 HDSL-capable. This is a designed loop that is provisioned according to Carrier Serving Area (CSA) criteria and may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

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2.1.13.6 ADSL-capable. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18kft long and may have up to 6kft of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

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2.1.13.7 DS1. This is a designed 4-wire loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come

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standard with a test point, Order Coordination, and a DLR.

| 2.1.13.8 DS0. These are designed 4-wire loops that may configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, Order Coordination, and a DLR. Deleted: 12

| 2.1.14 As a chargeable option on all loops except , the Universal Digital Channel (UDC) and all Unbundled Copper Loops (UCLs), BellSouth will offer OC-TS. This will allow SouthEast the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis. Deleted: 13

| 2.1.15 In addition to the UVLs and UDLs, BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - Short and Long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters, may have up to 6kft of bridged tap and will have up to 1300 ohms of resistance. The long UCL (beyond 18kft) will be any dry copper pair longer than 18kft and may have up to 12kft of bridged tap and up to 2800 ohms of resistance. Unbundled Loop Modifications (ULM) may be used when a CLEC wants to condition copper loops by removing load coils and other intervening equipment. In almost every case, the UCL long will require ULM to remove load coils. BellSouth will only ensure electrical continuity and balance relative to tip and ring on UCLs. Deleted: 14

| 2.1.16 The UCL is a designed circuit, is provisioned with a test point and comes standard with a DLR. OC will be offered as a chargeable option on all UCL loops. OC is required on UCLs where a reuse of existing facilities has been requested by SouthEast. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs. Deleted: 15

| 2.1.17 The UCL is a dry copper loop and is not intended to support any particular telecommunications service. SouthEast may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of SouthEast's choosing. SouthEast will determine the type of service that will be provided over the loop. Deleted: 16

| 2.1.18 Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, SouthEast agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops. Deleted: 17

- 2.1.19 All UNE loops offered by BellSouth shall be provided to SouthEast in accordance with BellSouth's Technical Reference 73600. Deleted: 18
- 2.1.20 SouthEast will be responsible for testing and isolating troubles on the loops. Once SouthEast has isolated a trouble to the BellSouth provided loop, SouthEast will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers. Deleted: 19
- 2.1.21 If SouthEast reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge SouthEast for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status. Reciprocally, Southeast may bill BellSouth, using the same rates and conditions BellSouth charges to SouthEast for dispatched no trouble found conditions. In order for the charges to be applicable, the trouble would have to be found and resolved in the BellSouth network within sixty (60) days of the original report and the reported trouble must have been previously closed to SouthEast by BellSouth as no trouble found in the BellSouth network. BellSouth will provide to Southeast the end users billing name, address, and account number. Deleted: 20
- 2.1.22 SouthEast must test and isolate trouble to the BellSouth portion of the SL2 loop before reporting repair to UNE Center. At the time of the trouble report, SouthEast will be required to provide the results of the SouthEast test which indicate a problem on the BellSouth provided loop. If SouthEast reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge SouthEast for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status. Reciprocally, Southeast may bill BellSouth, using the same rates and conditions BellSouth charges to SouthEast for dispatched no trouble found conditions. In order for the charges to be applicable, the trouble would have to be found and resolved in the BellSouth network within sixty (60) days of the original report and the reported trouble must have been previously closed to SouthEast by BellSouth as no trouble found in the BellSouth network. BellSouth will provide to Southeast the end users billing name, address, and account number Deleted: 21
- 2.1.23 Technical Requirements Deleted: 22
- 2.1.23.1 To the extent available within BellSouth's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data. If a requested loop type is not available, then the CLEC can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet SouthEast's request. Deleted: 22
- 2.1.23.2 SouthEast will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service. Deleted: 22
- 2.1.23.3 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1.2 above. It is recognized that Deleted: 22

the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by SouthEast will be consistent with industry standards and BellSouth's TR73600.

2.1.23.4 SouthEast may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered. For example, if SouthEast orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service. For non-service specific loops (e.g. UCL, loops modified by SouthEast using the Special Construction process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.

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2.1.23.5 In some instances, SouthEast will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that SouthEast can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. SouthEast will determine the type of service that will be provided over the loop. In some cases, SouthEast may be required to pay additional charges for the removal of certain types of equipment. BellSouth's Unbundled Loop Modifications (ULM) process will be used to determine the costs and feasibility of these activities.

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2.1.23.6 In those cases where SouthEast has requested that BellSouth modify a loop so that it no longer meets the technical parameters of the original loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified loop will be ordered and maintained as a UCL.

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2.1.23.7 The loop shall be provided to SouthEast in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

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2.2 Unbundled Loop Modifications (Line Conditioning)

2.2.1 BellSouth shall condition loops, as requested by SouthEast, whether or not BellSouth offers advanced services to the End User on that loop.

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2.2.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, bridge taps, low pass filters, and range extenders.

2.2.3 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of equipment on loops equal to or less than 18kft; 2) removal of equipment of loops longer than 18kft; and 3) removal of bridged-taps on loops of any length.

2.2.4 BellSouth shall recover the cost of line conditioning beyond 18,000 feet requested by SouthEast through a recurring charge and/or nonrecurring charge(s) pursuant to the rates specified in Exhibit 1 to Attachment 2, in accordance with the FCC's forward-looking pricing principles promulgated pursuant to Section 252 (d) (1) of the Act and in compliance with FCC Rule 52.507

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(e). [BellSouth shall not assess any such charges on Southeast until the line is successfully conditioned and capable of providing xDSL services.](#)

2.3 **Integrated Digital Loop Carriers**

2.3.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local loop and BellSouth has a suitable alternate facility available, BellSouth will make arrangements to permit SouthEast to order a contiguous local loop. To the extent it is technically feasible, these arrangements will provide SouthEast with the capability to serve end users at a level that is at parity with the level of service BellSouth provides its customers. If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. SouthEast will then have the option of paying the SC rates to place the loop facilities or SouthEast may choose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.).

2.4 **Network Interface Device**

2.4.1 Definition

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

2.4.2 BellSouth shall permit SouthEast to connect SouthEast's loop facilities the end-user's inside wire through the BellSouth NID or at any other technically feasible point.

2.4.3 Access to Network Interface Device (NID)

2.4.3.1 Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), SouthEast may access the end user's wire by any of the following means: 1) BellSouth shall allow SouthEast to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise. It is the responsibility of SouthEast to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. 2) Where an adequate length of the end user's inside wire is present and environmental conditions permit, either Party may remove the inside wire from the other Party's NID and connect that wire to that Party's own NID; 3) Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connectorized or spliced jumper wire from the inside wiring through a suitable "punch-out" hole of such NID enclosures; or 4) Request BellSouth to make other rearrangements to the inside wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., SouthEast, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.

2.4.3.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be the CLEC's responsibility to ensure there is no safety hazard and will hold BellSouth harmless for any liability associated with the removal of the BellSouth loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally- recognized-testinglaboratory-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. If CLEC does not wish to accept these responsibilities, other options exist in which BellSouth installs a NID for the CLEC as a chargeable option.

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

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

2.4.4 Technical Requirements

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

2.4.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media and/or cross connect to SouthEast's NID..

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

2.4.5 Interface Requirements

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

2.5 **Unbundled Loop Concentration (ULC) System**

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

2.5.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and will connect to SouthEast at

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

2.6 Sub-loop Elements

2.6.1 Where facilities permit, BellSouth shall offer access to its Unbundled Sub Loop (USL) and Unbundled Sub-loop Concentration (USLC) System. BellSouth shall provide nondiscriminatory access to the sub-loop on an unbundled basis and pursuant to the following terms and conditions and the rates approved by the Commission and set forth in this Attachment.

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2.6.2 Sub-loop components include but are not limited to the following:

2.6.2.1 Unbundled Sub-Loop Distribution;

2.6.2.2 Unbundled Sub-Loop Concentration/Multiplexing Functionality; and

2.6.2.3 Unbundled Sub-Loop Feeder.

2.7 Unbundled Sub-Loop (distribution facilities)

2.7.1 Definition

2.7.1.1 The unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from a 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. Following are the current sub-loop distribution offerings:

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2.7.1.1.1 Voice grade Unbundled Sub-Loop Distribution (USL-D) is a sub-loop facility from the cross-box in the field up to and including the point of demarcation, at the end user's premises.

2.7.1.1.2 Unbundled Sub-Loop distribution facilities were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the voice grade Unbundled Sub-Loop may have load coils, which are necessary for transmission of voice grade services.

2.7.1.1.3 Unbundled Copper Sub-Loop (UCSL) is a non-loaded copper facility of any length provided from the cross-box in the field up to and including the end-user's point of demarcation.

2.7.1.1.3.1 If available, this facility will not have any intervening equipment such as load coils between the end-user and the cross-box.

2.7.2 If SouthEast requests a UCSL and a non-loaded pair is not available, SouthEast

may order Unbundled Sub-Loop Modification to remove load coils and/or bridge tap from an existing sub-loop facility. If load coils are removed from an existing sub-loop, that sub-loop will be classified as a UCSL. SouthEast may order Loop Make-up to determine what loop modifications will be required.

- 2.7.3 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USL-D and UCSL, SouthEast would be required to deliver a cable to the BellSouth remote terminal or cross-box in the field to provide continuity to SouthEast's feeder facilities. This cable would be connected, by a BellSouth technician, within the BellSouth RT/cross-box during the set-up process. SouthEast's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 2.7.4 Unbundled Sub-Loop – Intrabuilding Network Cable (USL-INC) (a.k.a. riser cable) is the distribution facility inside a subscriber's building or between buildings on one customer's same premises (continuous property not separated by a public street or road). USL-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation, at the end user's premises.
 - 2.7.4.1 In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel for the purpose of accessing USL-INC pairs. The cross-connect panel will function as a single point of interconnection (SPOI) for USL-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for SouthEast's use on this cross-connect panel. SouthEast will be responsible for connecting its facilities to the 25-pair cross-connect block(s).
- 2.7.5 BellSouth will provide Unbundled Sub-Loops where possible. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is feasible to place the required facilities where SouthEast has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet the CLEC demand, then BellSouth will perform the set-up work as described in Section 2.7.6. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in Section 2.7) to accommodate SouthEast's request for Unbundled Sub-Loops, SouthEast may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. SouthEast will have the option of paying the SC charges to modify the BellSouth facilities.
- 2.7.6 Set-up work must be completed before SouthEast can order sub-loop pairs. During the set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice the CLEC's cable into the cross-connect box. For the 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.
 - 2.7.6.1 Once the set-up is complete, the CLEC will request sub-loop pairs through submission of a Local Service Request (LSR) form to the Local Carrier Service Center (LCSC). Order Coordination is required with USL pair provisioning when SouthEast requests reuse of an existing facility and is in addition to the USL pair rate. For expedite requests by SouthEast for sub-loop pairs, expedite charges will apply for intervals less than 5 days.

2.7.6.2 Unbundled Sub-Loop shall be equal to or better than each of the applicable requirements set forth in the applicable industry standard technical references.

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

2.8 Unbundled Network Terminating Wire (UNTW)

2.8.1 BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to SouthEast pursuant to the following terms and conditions at rates as set forth in this Attachment.

2.8.2 Definition

2.8.2.1 UNTW is a dedicated transmission facility that BellSouth provides from the Wiring Closet /Garden Terminal (or other type of cross-connect point) at the point of termination of BellSouth's loop distribution facilities to the end user's point of demarcation. UNTW is the final portion of the loop owned by BellSouth.

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2.8.3 Requirements

2.8.3.1 On a multi-unit premises where Provisioning Party owns the network terminating wire, and by request of Requesting Party, Provisioning Party will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

2.8.3.2 In new construction where possible, both Parties may at their option and with the property owner's agreement install their own Network Terminating Wire (NTW). In existing construction, the Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

2.8.3.3 Upon notice from the Requesting Party to the Provisioning Party that the Requesting Party desires access to the Provisioning Party's UNTW pairs in 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 Access Terminal installation, location and addresses of the Access Terminals and to discuss an estimated completion date. Upon completion of site visit, the Requesting Party will submit a Service Inquiry (SI) to the person or organization designated by the Provisioning Party to receive the SI. The SI will initiate the work for the Provisioning Party to begin the Access Terminal installation. In multi-tenant unit (MTU) scenarios, Provisioning Party will provide access to UNTW pairs on an Access Terminal(s). By request of the Requesting Party, an Access Terminal will be installed either adjacent to each Provisioning Party's Garden Terminal or inside each Wiring Closet on the requested MTU. All the UNTW pairs served by a Garden Terminal/Wiring Closet will be made available on the Access Terminals. Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. Requesting Party may access any available pair on an Access Terminal unless the Provisioning Party or another service provider is using the pair to concurrently provide service. Prior to connecting Requesting Party's service on a pair previously used by Provisioning Party, Requesting Party is responsible for ensuring the end-user is no longer using Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

- 2.8.3.4 Access Terminal installation intervals will be established on an individual case basis.
- 2.8.3.5 Requesting Party is responsible for obtaining the property owner's permission for Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or subsequent to completion and demands removal of Access Terminals, SouthEast will be responsible for costs associated with removing Access Terminals and restoring property to original state prior to Access Terminals being installed.
- 2.8.3.6 Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). SouthEast will report use of the UNTW pairs on a Local Service Request (LSR) form submitted to BellSouth's Local Carrier Service Center (LCSC).
- 2.8.3.7 Requesting Party will isolate and report repair problems to the UNE center. Requesting Party must tag the UNTW pair that requires repair. If Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.8.3.8 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to Requesting Party's request for an Access Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.
- 2.8.3.9 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting such usage to BellSouth, the following charges shall apply in addition to any fines which may be established by state commissions and any other remedies at law or in equity available to the Provisioning Party:
- 2.8.3.10 If Requesting Party issued a LSR to disconnect an end-user from BellSouth in order to use a UNTW pair, Requesting Party will be billed for the use of the pair back to the disconnect order date.
- 2.8.3.11 If Requesting Party activated a UNTW pair on which Provisioning Party was not previously providing service, Requesting Party will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request, Requesting Party will provide copies of its billing record to substantiate such date. If Requesting Party fails to provide such records, then Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.9 **Unbundled Sub-Loop Concentration System (USLC)**

- 2.9.1 Where facilities permit, BellSouth will provide SouthEast with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into SouthEast's collocation space. TR-008 and TR303 interface standards are available.
- 2.9.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of SouthEast's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of SouthEast's sub-loops to be

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

- 2.9.3 In these scenarios SouthEast would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth RT.

Attachment 2 Page 19

This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow SouthEast's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.

2.10 **Unbundled Sub-Loop Feeder**

2.10.1 Definition

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

- 2.10.2 USLF is intended to be utilized for voice traffic and can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).

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

- 2.10.4 USLF will provide the facilities needed to provision a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of SouthEast's loop distribution elements onto BellSouth's feeder system.

2.10.5 Requirements

- 2.10.5.1 SouthEast will extend its compatible cable to BellSouth's cross-box. The cable will then be connected to a panel inside the BellSouth cross-box to the requested level of feeder element. In those cases when there is no room in the BellSouth cross-box to accommodate the additional cross-connect panels mentioned above, BellSouth will utilize its Special Construction process to determine the costs to provide the sub-loop feeder element to SouthEast. SouthEast will then have the option of paying the special construction charges or canceling the order.

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

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

2.11 **Dark Fiber**

2.11.1 Definition

2.11.1.1 Dark Fiber is optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available.

2.11.2 Requirements

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

2.11.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at SouthEast's request subject to time and materials charges.

2.11.2.3 SouthEast may test the quality of the Dark Fiber to confirm its usability and performance specifications.

2.11.2.4 BellSouth shall use its best efforts to provide to SouthEast information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records-based answer and twenty (20) business days for a field-based answer, after receiving a request from SouthEast ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to one hundred and twenty (120) days after Confirmation, BellSouth shall hold such requested Dark Fiber for SouthEast's use and may not allow any other Party to use such media, including BellSouth. If a Dark Fiber firm order is not received within the one hundred and twenty day period, the fiber will revert to BellSouth's Dark Fiber inventory.

2.11.2.5 BellSouth shall use its best efforts to make Dark Fiber available to SouthEast within thirty (30) business days after it receives written confirmation from SouthEast that the Dark Fiber previously deemed available by BellSouth is wanted for use by SouthEast. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable SouthEast to connect or splice SouthEast provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

2.11.2.6 Dark Fiber shall meet the manufacturer's design specifications.

2.11.2.7 SouthEast may splice and test Dark Fiber obtained from BellSouth using SouthEast or SouthEast designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth

shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

2.11 **Rates**

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The prices that SouthEast shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

2.12 **Operational Support Systems (OSS)**

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2.12.1 BellSouth has developed and made available the following electronic interfaces by which SouthEast may submit LSRs electronically.

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LENS Local Exchange Navigation System EDI Electronic Data Interchange TAG Telecommunications Access Gateway

2.12.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

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OPERATIONAL SUPPORT SYSTEMS		KY
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces		\$3.50 SOMEK
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces		\$19.99 SOMAN

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2.12.3 Denial/Restoral OSS Charge

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2.12.3.1 In the event SouthEast provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

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2.12.4 Cancellation OSS Charge

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2.12.4.1 SouthEast will incur an OSS charge for an accepted LSR that is later canceled by SouthEast.

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Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

2.12.5 Network Elements and Other Services Manual Additive

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2.12.5.1 The Commissions in some states have ordered per-element manual additive nonrecurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces.

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These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit C.

2.13 **Preordering Loop Makeup (LMU)**

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2.13.1 Description of Service

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2.13.1.1 BellSouth shall make available to SouthEast loop makeup (LMU) data for [loops that are provided pursuant to this Agreement](#). This section addresses LMU as a *preordering* transaction, distinct from SouthEast ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) for *preordering loop makeup* are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

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2.13.1.2 BellSouth will provide SouthEast with loop makeup 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, bridge taps, load coils, pair-gain devices; the loop length; and the wire gauge. The LMUSI may be utilized by SouthEast for the purpose of determining whether the loop requested is capable of supporting DSL service or other advanced data services. The determination shall be made solely by SouthEast and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop.

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2.13.1.3 BellSouth's LMU information is provided to SouthEast 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.

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2.13.1.4 BellSouth offers LMU information for the sole purpose of allowing SouthEast to determine whether, in SouthEast's judgment, BellSouth's loops will support the specific services that SouthEast wishes to provide over those loops. SouthEast 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; however, such configurations may not match BellSouth's or the industry's standards and specifications for the intended type and level of service. Accordingly, SouthEast shall be responsible for insuring that the specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR matches the LMU of the facility requested. SouthEast bears full responsibility for being knowledgeable of BellSouth's technical standards and the specifications of BellSouth's loops. SouthEast bears full responsibility for making the appropriate ordering decisions of matching BellSouth loops with SouthEast's equipment for accomplishing SouthEast's end goal for the intended service it wishes to provide its end-user(s). SouthEast is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

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2.13.2 Submitting Loop Makeup Service Inquiries

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2.13.2.1 SouthEast will be able to obtain LMU information by submitting a LMUSI mechanically or manually. **Mechanized** LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the resulting loop data from the mechanized LMUSI process, if SouthEast determines that it needs further loop data information in order to make a determination of loop service capability, SouthEast may initiate a separate manual SI for a separate nonrecurring charge as set forth in Section 2.14.3. Mechanized LMU has been made available

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for limited deployment to those CLECs that have effective X-Digital Subscriber Line (xDSL) Beta Test Agreements in place with BellSouth. CLECs will be notified once a successful Beta Test has been completed, and mechanized LMU shall then be available to SouthEast.

2.13.2.2 **Manual** LMUSIs shall be submitted on the preordering manual LMUSI form by means of fax or electronic-mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The standard service interval for the return of a Loop Makeup Manual Service Inquiry is seven business days. This service interval is distinct from the interval applied to the subsequent service order. Manual LMUSIs are not subject to expedite requests.

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2.13.3 LMUSI Types and Associated Charges

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SouthEast may request LMU information by submitting LMUSIs in accordance with the rate elements in Exhibit C.

2.13.3.1 SouthEast will be assessed a nonrecurring charge for each facility queried as specified in Exhibit C. Rates for all states are interim and subject to true-up pending approval of final rates by the respective State Commissions. True-ups will be retroactive to the effective date of this Agreement.

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2.13.3.2 SouthEast may reserve facilities for up to four (4) days in connection with a LMUSI. Reserved facilities for which SouthEast does not plan to place a UNE local service request (LSR) should be cancelled by SouthEast. Should SouthEast wish to cancel a reservation on a spare facility, the cancellation will require a facility reservation number (RESID/FRN).

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2.13.3.3 The reservation holding timeframe is a maximum of four days from the time that BellSouth's LMU data is returned to SouthEast for the facility queried. During this holding time and prior to SouthEast's placing an LSR, the reserved facilities are rendered unavailable to other customers, whether for CLEC(s) or for BellSouth. Notwithstanding the foregoing, BellSouth does not guarantee that a reservation will assure SouthEast's ability to order the exact facility reserved.

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2.13.3.4 If SouthEast does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

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

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2.13.4 Ordering of Other UNE Services

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2.13.4.1 Whenever SouthEast has reserved a facility through BellSouth's preordering LMU service, should SouthEast seek to place a subsequent UNE LSR on a reserved facility, SouthEast shall provide BellSouth the RESID/FRN of the single spare facility on the appropriate UNE LSR., SouthEast will be billed the appropriate rate element for the specific type UNE loop ordered by SouthEast as set forth in this Attachment. SouthEast will not be billed any additional Loop Makeup charges for the loop so ordered. Should SouthEast choose to place a UNE LSR having previously submitted a request for *preordering LMU without a reservation*, SouthEast will be billed the appropriate rate element for the specific UNE loop

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ordered as well as additional Loop Makeup charges as set forth in this Attachment. Rates are provided in Exhibit C in this Attachment.

2.13.4.2 Where SouthEast submits an LSR to order facilities reserved during the LMUSI process, BellSouth will use its best efforts to assign to SouthEast the facility reserved as indicated on the return of the LMU. Multi-facility reservations per single RESID/FRN as provided with the mechanized LMUSI process are less likely to result in the specific assignment requested by SouthEast. For those occasions when BellSouth cannot assign the specific facility reserved by SouthEast during the LMU pre-ordering transaction, due to incomplete or incorrect information provided by SouthEast during the ordering process, BellSouth will assign to SouthEast, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by SouthEast. If the ordered loop type is not available, SouthEast may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.

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2.14 Loop Qualification System

2.14.1 SouthEast has requested access to the Loop Qualification System (LQS). LQS was originally designed as an internal tool utilized by BellSouth and Internet Service Providers (ISPs) selling BellSouth ADSL (Asymmetric Digital Subscriber Line) Service to determine if a telephone number(s) at a specific service address qualified for BellSouth ADSL Service.

2.14.2 In consideration of the terms and conditions set forth below, BellSouth agrees to provide SouthEast with access to LQS and a bulk list of ADSL qualified customers from LQS:

2.14.2.1 BellSouth makes no claim as to the accuracy or completeness of either LQS or the bulk list.

2.14.2.2 SouthEast is responsible for acting within the local, state, and federal law governing the use of the bulk list for the purpose of, but not limited to, marketing of service through direct mail or telemarketing. Furthermore, SouthEast hereby agrees to refrain from abusive telemarketing practices.

2.14.2.3 SouthEast agrees that it will use the LQS information and the bulk list and/or any information directly derived from the bulk list for the sole purpose of qualifying and selling its own DSL services (whether by itself or in a package of other offerings).

2.14.2.4 SouthEast will not use the bulk list for the purpose of conducting research, marketing, qualifying, or selling products and/or services other than its own DSL services.

2.14.2.5 SouthEast will not provide the bulk list, any portion or portions of the bulk list, copies of the bulk list, or any information derived from the bulk list to others without the prior written consent of BellSouth.

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2.15 Rates

The prices that SouthEast shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If SouthEast purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

3 Line Splitting

3.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

3.2 Line Splitting – UNE-L. In the event SouthEast provides its own switching or obtains switching from a third party, SouthEast may engage in line splitting arrangements with another CLEC using a splitter, provided by SouthEast, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

3.3 Provisioning Line Splitting and Splitter Space – UNE-L

3.3.1 The Voice CLEC provides the splitter when providing Line Splitting with UNE-L. When SouthEast owns the splitter, Line Splitting requires the following: a loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.

3.4 CLEC Provided Splitter – Line Splitting

3.4.1 To order High Frequency Spectrum on a particular Loop, SouthEast must have a DSLAM collocated in the central office that serves the End User of such Loop.

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

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

3.5 Maintenance – Line Splitting

3.5.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

3.5.2 SouthEast shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages,

injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

4. Remote Site Line Splitting

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4.1 General

4.1.1 Remote Site Line Splitting allows a provider of data services (a "Data LEC") and a provider of voice services (a "Voice CLEC") to deliver voice and data service to End Users served by a Remote Site ("RS") over the same local sub-loop. The Voice CLEC and Data LEC may be the same or different carriers.

4.1.2 When SouthEast is not providing both voice and data, SouthEast shall provide BellSouth with a signed Letter of Authorization (LOA) between it and the Data LEC or Voice CLEC with which it desires to provision Remote Site Line Splitting Services.

4.1.3 The Voice CLEC will submit trouble reports for the voice services. When SouthEast is not providing both voice and data, the Data LEC will submit trouble reports for the data service, as the authorized agent for the Voice CLEC. For all other subsequent activity, BellSouth will deal only with the Voice CLEC unless authorized to deal with the Data LEC.

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

4.2 Provisioning of Remote Site Line Splitting and Splitter Space

4.2.1 To order Remote Site Line Splitting on a particular sub-loop, the Data LEC must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated at the remote site that serves the End User of such sub-loop.

4.2.2 The Voice CLEC or Data LEC will provide its own splitters in a remote site for the provision of remote site line splitting.

4.2.3 BellSouth will charge SouthEast the rates set forth in Exhibit A for Cable Pair Activation/Deactivation for CLEC Owned Splitters at RS.

4.2.4 Once a splitter is installed in a remote site in which the Data LEC's DSLAM is located, SouthEast or its authorized agent shall be entitled to order the Remote Site Line Splitting on lines served out of that remote site. BellSouth will bill and SouthEast shall pay the applicable rate for SouthEast's Remote Site Line Splitting End User's activation.

4.2.5 Data LEC may use splitters referenced in Section 2.4 to provide digital subscriber line services to its customers. Existing Collocation rules and procedures shall apply. SouthEast or its authorized agent will be required to activate cable pairs in no less than 8 (eight) pair increments.

4.2.6 Any splitters installed by Data LEC in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter standards.

4.2.7 The following procedures are applicable for migration to RS Line Splitting Service with Data LEC/Voice CLEC provided splitter from a Local Voice Platform arrangement, BellSouth Retail Voice Service, and Remote Site Line Sharing Data LEC/Voice CLEC provided splitter.

4.2.7.1 Migration from Local Voice Platform. End users currently receiving voice service from a Voice CLEC through Local Voice Platform or its equivalent may be converted to Remote Site Line

Splitting arrangements by SouthEast or its authorized agent ordering Remote Site Line Splitting Service. The Local Voice Platform or equivalent arrangement will be converted to a stand-alone UNE sub-loop, a LVP port, collocation cross connect and the high frequency spectrum line activation.

4.2.7.2 Migration from BellSouth Retail Voice. End Users currently receiving BellSouth Retail Voice Service may be converted to Remote Site Line Splitting arrangements by SouthEast or its authorize agent ordering Remote Site Line Splitting Service. It is the responsibility of SouthEast or its authorized agent to determine if the Loop is compatible for Remote Site Line Splitting Service. SouthEast or its authorized agent may use the existing sub-loop unless it is not compatible with the Data LEC's data service and SouthEast or its authorized agent submits an LSR to BellSouth to change the loop.

4.2.7.3 Migration from Line Sharing. End Users currently being served by Remote Site Line Sharing Service with Data LEC/Voice CLEC provided splitter may be converted to Remote Site Line Splitting arrangements by SouthEast or its authorized agent ordering Remote Line Splitting Service. It is the responsibility of SouthEast or its authorized agent to determine if the loop is compatible for Remote Site Line Splitting Service. SouthEast or its authorized agent may use the existing sub-loop unless it is not compatible with the Data LEC's data service and SouthEast or its authorized agent submits an LSR to BellSouth to change the loop.

4.3 Remote Site Line Splitting – End User Ordering

4.3.1 SouthEast shall use Bellsouth's Remote Splitter Ordering Document (RSOD) to activate and deactivate CLEC owned splitters at the Remote Site for use with DS0 Collocation Connecting Facility Assignments (CFA) for use with Remote Site Line Splitting

4.3.2 BellSouth shall provide SouthEast the Local Service Request (LSR) format to be used when ordering Remote Site Line Splitting Service.

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

4.3.4 BellSouth will provide Loop Modification to SouthEast on a sub-loop in accordance with BellSouth procedures, which may be found posted to the web at http://www.interconnection.bellsouth.com/markets/lec/line_sharing_collab/index.html. Nonrecurring rates for this offering are as set forth in Exhibit B of this Attachment. BellSouth is not required to modify a loop for Remote Site Line Splitting, if modification of that loop significantly degrades BellSouth's voice service. If SouthEast requests modifications on a sub-loop and requested modifications significantly degrade the voice services on the loop, SouthEast shall pay for the loop to be restored to its original state. BellSouth will not remove load coils on sub-loops where the sub-loop is loaded for voice service.

4.4 Remote Site Line Splitting – Maintenance and Repair

4.4.1 SouthEast shall inform its end users to direct all problems to SouthEast or its authorized agent. The Voice CLEC and Data LEC will each be responsible for maintaining its own equipment.

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

4.4.3 SouthEast shall have access for repair and maintenance purposes to any sub-loop for which it has access to the High Frequency Spectrum. SouthEast may test from the collocation space or the Termination Point.

4.4.4 Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement at the Remote Site belonging to the Data LEC, BellSouth will notify SouthEast or its authorized agent. SouthEast or its authorized agent will verbally provide at least one but no more than two (2) connecting facility assignments (CFA) pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, SouthEast or its authorized agent will provide BellSouth an LSR with the new CFA pair information within 24 hours. If SouthEast or its authorized agent fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue SouthEast's access to Remote Site Line Splitting on such sub-loop. BellSouth will not be responsible for any loss of data as a result of this action.

5. Unbundled Network Element Combinations

5.1. Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs); 2) UNE Loops/Special Access Combinations; and 3) Transport Combinations.

5.1.1. For purposes of this Section, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth. References to "Ordinarily Combined" Network Elements shall mean that the particular Network Elements requested by SouthEast are not already combined by BellSouth in the location requested by SouthEast but are elements that are typically combined in BellSouth's network. References to "Not Typically Combined" Network Elements shall mean that the particular Network Elements requested by SouthEast are not elements that BellSouth combines for its use in its network. For purposes of this section, the terms "combine," "combined," and "combination" shall include commingling, and "combinations" of network elements shall include network elements that are "commingled" with other tariffed or nontariffed services, facilities, or network elements.

5.1.2 Except as otherwise set forth in this Agreement, upon request, BellSouth shall perform the functions necessary to combine Network Elements that BellSouth is required to provide under this Agreement 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 Network Elements or to interconnect with BellSouth's network.

5.1.3 To the extent SouthEast requests a Combination for which BellSouth does not have methods and procedures in place to provide such Combination, methods or procedures for such Combination will be developed pursuant to the BFR process.

5.3. Enhanced Extended Links (EELs)

5.3.1 EELs are combinations of Loops and Dedicated Transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to

Deleted: 3. High Frequency Spectrum Network Element ¶

3.1 General ¶

3.1.1 BellSouth shall provide SouthEast access to the high frequency portion of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user ("High Frequency Spectrum") at the rates set forth in Exhibit C. BellSouth shall provide SouthEast with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop. ¶

3.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow SouthEast the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 CFR Section 51.230, including, but not limited to, ADSL, HDSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. SouthEast shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. SouthEast shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards. ¶

3.1.3 The following loop requirements are necessary for SouthEast to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLS, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. BellSouth will provide SouthEast access to the Unbundled Loop Modification (Line Conditioning), in accordance with Section 2.2 of this Agreement. BellSouth is not required to condition a loop for access to the high frequency spectrum if conditioning of that loop significantly degrades BellSouth's voice service. If SouthEast requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, SouthEast shall pay for the loop to be restored to its original state. ¶

3.1.4 SouthEast's termination p[... [10]

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combine those Network Elements. BellSouth shall provide SouthEast with EELs combinations as set forth below, where the underlying Network Element are available and are required to be provided pursuant to this Agreement and in all instances where the requesting carrier meets the eligibility requirements, if applicable.

5.3.1.1 EEL Combinations

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

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

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

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

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

5.3.1.1.6 DS1 Interoffice Channel + DS1 Local Loop

5.3.1.1.7 DS3 Interoffice Channel + DS3 Local Loop

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

5.3.1.1.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

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

5.3.1.1.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

5.3.1.1.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

5.3.1.1.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

5.3.1.1.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

5.3.2 High-capacity EELs are (1) combinations of Loop and Dedicated Transport, (2) Dedicated Transport commingled with a wholesale loop, or (3) a loop commingled with wholesale transport at the DS1 and/or DS3 level.

5.3.3 BellSouth shall provide high-capacity EELs, including converted high-capacity EELs, new high-capacity EELs, and parts of high-capacity commingled EELs provided as UNEs, upon request by SouthEast, notwithstanding any service eligibility criteria set forth in the FCC's rules or orders.

5.3.4. In the event SouthEast converts special access services to UNEs, BellSouth shall waive any termination liability provisions in the applicable special access tariffs, if any.

5.3.8 Rates

5.3.8.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A shall be the rates associated with such Combinations. Where a Currently Combined Combination is not specifically set forth in Exhibit A, the rate for such Currently Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B in addition to the applicable nonrecurring switch-as-is charge set forth in Exhibit A.

5.3.8.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A shall be the nonrecurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B and nonrecurring rates for those individual Network Elements as set forth in Exhibit A.

5.3.8.3 The rates for Not Typically Combined Combinations shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B; the nonrecurring rates for those individual Network Elements as set forth in Exhibit A; and any generally applicable rates that BellSouth charges for other services, elements, and facilities included in such Not Typically Combined Combinations.

5.3.8.4 Multiplexing

5.3.8.4.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

5.5 UNE/Special Access Combinations

5.5.1 Additionally, BellSouth shall make available to SouthEast a combination of an unbundled loop and tariffed special access interoffice facilities. To the extent SouthEast will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs.

5.5.2 Rates

5.5.2.1 The non-recurring and recurring rates for UNE/Special Access Combinations will be the sum of the unbundled loop rates as set forth in Exhibit C and the interoffice transport rates and multiplexing rates as set forth in the Access Services Tariff.

5.6.3 Combination Offerings

Deleted: 5.3.1 . Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined in Section 5.3.2 below. ¶

5.3.2 . Subject to Section 5.3.3 below, BellSouth will provide access to the EEL in the combinations set forth in Section 5.3.4 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC to SouthEast's POP serving wire center. The circuit must be connected to SouthEast's switch for the purpose of provisioning telephone exchange service to SouthEast's end-user customers. The EEL will be connected to SouthEast's facilities in SouthEast's collocation space at the POP SWC, or SouthEast may purchase BellSouth's access facilities between SouthEast's POP and SouthEast's collocation space at the POP SWC. ¶

5.3.3 BellSouth shall provide EEL combinations to SouthEast in Ge... [11]

Deleted: 5.3.4 . EEL Combinations ¶
5.3.4.1 . DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop ¶
5.3.4.2 . DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop ¶
Version 3Q00: 10/19/00 ¶ ... [12]

Deleted: 5.3.8.1 . Georgia ¶
5.3.8.2 . The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 5.3.4, whether Currently Combined or new, are as set forth in Exhibit C of this ... [13]

Deleted: 5.1

Deleted: Subject to Section 5.3.2 and 5.3.3 preceding, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 5.3.4 and other Currently Combined network ele... [14]

Deleted: 6

Deleted: 6.1

Deleted: 5.4 . Other Network Element Combinations ¶
5.4.1.1 . In the state of Georgia, BellSouth shall make available to SouthEast, in accordance with Section 5.4.2.1 below: (1) combinations ... [15]

Deleted: 5.4.2.2.1 For all other states, the non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual ... [16]

Deleted: The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 5.3.7.

Deleted: 5.6 . Port/Loop Combinations ¶
5.6.1 . At SouthEast's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 5.6.3 below, that ... [17]

- 5.6.3.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.3.2 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.3.3 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.3.4 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.3.5 2-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.3.6 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

6. Dedicated Transport, Channelization and Dark Fiber

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled dedicated transport and dark fiber.

6.1 Dedicated Transport

6.1.1 Dedicated Transport. 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 SouthEast, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to SouthEast. BellSouth shall be required to provide access to OCn level Dedicated Transport pursuant to this Agreement. In addition, BellSouth shall be required to provide to SouthEast unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities"). Irrespective of the exceptions to BellSouth's general unbundling obligations under Section 251 of the Act for certain DS1, DS3 and dark fiber transport included in 47 C.F.R. §51.319, BellSouth agrees to provide to SouthEast unbundled DS1, DS3 and dark fiber dedicated transport on all routes where such dedicated transport facilities are technically feasible. BellSouth shall impose no limitations on the number of dedicated transport facilities available to SouthEast, unless technical limitations require.

6.2 BellSouth shall:

- 6.2.1 Provide SouthEast exclusive use of interoffice transmission facilities dedicated to a particular customer;
- 6.2.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that SouthEast could use to provide telecommunications services;
- 6.2.3 Permit, to the extent technically feasible, SouthEast to connect such interoffice

Deleted: 5.7 Rates ¶
Version 3Q00: 10/19/00 ¶
The prices that SouthEast shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If SouthEast purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. ¶
5.8 Operational Support Systems (OSS) ¶
The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment. ¶

Deleted: 6.1.1 Interoffice transmission facility network elements include: ¶
6.1.1.1 Dedicated transport, defined as BellSouth's transmission facilities, is dedicated to a particular customer or carrier that provides telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and SouthEast. ¶
6.1.1.2 Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics; ¶
6.1.1.3 Common (Shared) transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network. ¶

Deleted: or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;

facilities to equipment designated by SouthEast, including but not limited to, SouthEast's collocated facilities; and

6.2.4 Permit, to the extent technically feasible, SouthEast to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.

6.3.1 BellSouth shall offer Dedicated Transport in each of the following ways:

6.3.1.1 As capacity on a shared UNE facility.

6.3.1.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to SouthEast.

6.4.1 When Dedicated Transport is provided it shall include:

6.4.2 Transmission equipment such as, line terminating equipment, amplifiers, and regenerators;

6.4.3 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.

6.5 Rates for Dedicated Transport are listed in this Attachment. 6.4.10 Technical Requirements

6.4.10.1 This Section sets forth technical requirements for all Dedicated Transport.

6.4.10.2 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to SouthEast designated traffic.

6.4.10.3 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, DS0, DS1 and DS3 transport services.

6.4.10.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.

6.4.10.5 Where applicable, for DS3, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.

6.4.10.6 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

6.4.10.6.1 DS0 Equivalent;

6.4.10.6.2 DS1;

6.4.10.6.3 DS3;

6.4.10.6.4 STS-1; and

6.4.10.6.5 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

Deleted: 6.3 . Common (Shared) Transport ¶
6.3.1 . Definition of Common (Shared) Transport ¶
6.3.1.1 . Common (Shared) Transport is an interoffice transmission path between two BellSouth end-offices, BellSouth end-office and a local tandem, or between two local tandems. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common (Shared) Transport. ¶
6.3.2 . Technical Requirements of Common (Shared) Transport ¶
6.3.2.1 . Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards. ¶
6.3.2.2 . Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards. ¶
6.3.2.3 . BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport. ¶
6.3.2.4 . At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standard technical references. ¶
6.4 . **Dedicated Transport ¶**
6.4.1 . Definitions ¶
6.4.2 . Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers. ¶
6.4.3 . Unbundled Local Channel ¶
6.4.4 . Unbundled Local Channel is the dedicated transmission path betw... [18]
Deleted: 6.4.7.1
Deleted: 6.4.7.2
Deleted: This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.
Deleted: 8
Deleted: 8.1
Deleted: 8.2
Deleted: 4.9
Deleted: For those states that do not contain rates in this Attachment the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, these interim rate{... [19]
Deleted: (1)
Deleted: ,
Deleted: and (2) SONET at available transmission bit rates.
Deleted: 4

6.4.10.6.6 BellSouth shall design Dedicated Transport, according to its network infrastructure to allow for the termination points specified by SouthEast.

Deleted: 5

Deleted: When Dedicated Transport is provided,

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6.4.11 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.

6.4.11.1 BellSouth Technical References:

6.4.11.2 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

6.4.11.3 TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995.

6.4.11.4 TR 73525 MegaLink[®] Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

Deleted: 6.4.12 . Provided that the facility is used to transport a significant amount of local exchange services SouthEast shall be entitled to convert existing interoffice transmission facilities (i.e., special access) to the corresponding interoffice transport network element option

6.5 Unbundled Channelization

6.5.1 BellSouth agrees to offer access to Unbundled Channelization when available pursuant to following terms and conditions and at the rates set forth in the Attachment. Channelization will be offered with both the high and the low speed sides to be connected to collocation.

6.5.2 Definition

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

6.5.3 Channelization capabilities will be as follows:

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

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

6.5.3.3 Central Office Channel Interfaces (COCI): Elements that can be activated on a channelization system.

6.5.4 DS1 Central Office Channel Interface elements can be activated on a DS3

Channelization System.

- 6.5.5 Voice Grade and Digital Data Central Office Channel Interfaces can be activated on a DS1 Channelization System.
- 6.5.6 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.
- 6.5.7 COCI will be billed on the lower level UNE order that is interfacing with the UC arrangement and will have to be compatible with those UNEs.
- 6.5.8 Technical Requirements
 - 6.5.8.1 In order to assure proper operation with BellSouth provided central office multiplexing functionality, the customer's channelization equipment must adhere strictly to form and protocol standards. Separate standards exist for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for subrate digital access.
 - 6.5.8.2 DS0 to DS1 Channelization
 - 6.5.8.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, Digital Hierarchy Formats Specifications and ANSI T1.403.02, DS1 Robbed-bit Signaling State Definitions. DS0 to DS1 Channelization requirements are essentially the same as defined in BellSouth Technical Reference 73525, MegaLink[®] Service, MegaLink[®] Channel Service, MegaLink[®] Plus Service, and MegaLink[®] Light Service Interface and Performance Specification.
 - 6.5.8.3 DS1 to DS3 Channelization
 - 6.5.8.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, Digital Hierarchy Formats Specifications. DS1 to DS3 Channelization requirements are essentially the same as defined in BellSouth Technical Reference 73501, LightGate[®] Service Interface and Performance Specifications. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.
 - 6.5.8.4 DS1 to STS Channelization
 - 6.5.8.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, Synchronous Optical Network (SONET) – Basic Description Including Multiplex Structure, Rates and Formats and T1.105.02, Synchronous Optical Network (SONET) – Payload Mappings. DS1 to STS Channelization requirements are essentially the same as defined in BellSouth Technical Reference TR 73501, LightGate[®] Service Interface and Performance Specifications.
 - 6.6 **Dark Fiber**
 - 6.6.1 Definition
 - 6.6.2 Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber is unused strands of optical fiber. It may be strands of optical

fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available.

6.6.3 Requirements

6.6.3.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available.

Deleted: If BellSouth has plans to use the fiber within a two-year period, there is no requirement to provide said fiber to SouthEast.

6.6.3.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at SouthEast's request subject to time and materials charges.

6.6.3.3 SouthEast may test the quality of the Dark Fiber to confirm its usability and performance specifications.

6.6.3.4 BellSouth shall use its best efforts to provide to SouthEast information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from SouthEast ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to one hundred and twenty (120) days after Confirmation, BellSouth shall hold such requested Dark Fiber for SouthEast's use and may not allow any other Party to use such media, including BellSouth. If a Dark Fiber firm order is not received within the one hundred and twenty day period, the Dark Fiber will revert to BellSouth's Dark Fiber inventory.

6.6.3.5 BellSouth shall use its best efforts to make Dark Fiber available to SouthEast within thirty (30) business days after it receives written confirmation from SouthEast that the Dark Fiber previously deemed available by BellSouth is wanted for use by SouthEast. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable SouthEast to connect or splice SouthEast provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

6.6.3.6 Dark Fiber shall meet the manufacturer's design specifications.

6.6.3.7 SouthEast may splice and test Dark Fiber obtained from BellSouth using SouthEast or SouthEast designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

6.7 **Rates**

6.7.1 The prices that SouthEast shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If SouthEast purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

6.8 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

7 Call Related Databases and Signaling

7.1 Call Related Databases are the databases other than OSS, that are used in signaling networks, for billing and collection, or the transmission, routing or other provision of a telecommunications Service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to call related databases and signaling including but not limited to, BellSouth Switched Access 8XX Toll Free Dialing Ten Digit Screening Service, LIDB, Signaling, Signaling Link Transport, STP, SS7 AIN Access, Service Control Point(SCP)\Databases, Local Number Portability (LNP) Databases and Calling Name (CNAM) Database Service pursuant to this Agreement in conjunction with circuits purchased by SouthEast under this agreement via the Local Voice Platform.

7. BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of 8XX Access Ten Digit Screening Services.

- 7.1 BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database
- 7.1.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (herein known as 8XX SCP) is a SCP that contains customer record information and functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (herein know as 8XX TFD), utilizes the 8XX SCP to provide identification and routing of the 8XX calls, based on the ten digits dialed. 8XX TFD is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by SouthEast. BellSouth shall provide 8XX TFD in accordance with the following:
 - 7.1.2 Technical Requirements
 - 7.1.2.1 BellSouth shall provide SouthEast with access to the 8XX record information located in the 8XX SCP. The 8XX SCP contains current records as received from the national SMS and will provide for routing 8XX originating calls based on the dialed ten digit 8XX number.
 - 7.1.2.2 The 8XX SCP is designated to receive and respond to queries using the American National Standard Specification of Signaling System Seven (SS7) protocol. The 8XX SCP shall determine the carrier identification based on all ten digits of the dialed number and route calls to the carrier, POTS number, dialing number and/or other optional feature selected by SouthEast.
 - 7.1.2.3 The SCP shall also provide, at SouthEast's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:
 - 7.1.2.3.1 Network Management;
 - 7.1.2.3.2 Customer Sample Collection; and
 - 7.1.2.3.3 Service Maintenance.

7.2 **Rates**

The prices that SouthEast shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. . If SouthEast purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

7.3 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

Deleted: Version 3Q00: 10/19/00 ¶

8 Line Information Database (LIDB)

8.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of LIDB.

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

8.2.1 Definition

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

8.2.3 Technical Requirements

8.2.4 BellSouth will offer to SouthEast any additional capabilities that are developed for LIDB during the life of this Agreement.

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

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

8.2.4.3 BellSouth shall provide LIDB systems for which operating deficiencies that would

result in calls being blocked shall not exceed 30 minutes per year.

- 8.2.4.4 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.
- 8.2.4.5 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 8.2.4.6 All additions, updates and deletions of SouthEast data to the LIDB shall be solely at the direction of SouthEast. Such direction from SouthEast will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 8.2.4.7 BellSouth shall provide priority updates to LIDB for SouthEast data upon SouthEast's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 8.2.4.8 BellSouth shall provide LIDB systems such that no more than 0.01% of SouthEast customer records will be missing from LIDB, as measured by SouthEast audits. BellSouth will audit SouthEast records in LIDB against DBAS to identify record mismatches and provide this data to a designated SouthEast contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to SouthEast within one business day of audit. Once reconciled records are received back from SouthEast, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact SouthEast to negotiate a time frame for the updates, not to exceed three business days.
- 8.2.4.9 BellSouth shall perform backup and recovery of all of SouthEast's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 8.2.4.10 BellSouth shall provide SouthEast with LIDB reports of data, which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between SouthEast and BellSouth.
- 8.2.4.11 BellSouth shall prevent any access to or use of SouthEast data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by SouthEast in writing.
- 8.2.4.12 BellSouth shall provide SouthEast performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by SouthEast at least at parity with BellSouth Customer Data. BellSouth shall obtain from SouthEast the screening information associated with LIDB Data Screening of SouthEast data in accordance with this requirement. BellSouth currently does not

have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to SouthEast under the BFR/NBR as set forth in General Terms and Conditions.

- 8.2.4.13 BellSouth shall accept queries to LIDB associated with SouthEast customer records, and shall return responses in accordance with industry standards.
- 8.2.4.14 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 8.2.4.15 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

8.2.5 Interface Requirements

8.2.6 BellSouth shall offer LIDB in accordance with the requirements of this subsection.

8.2.6.1 The interface to LIDB shall be in accordance with the technical references contained within.

8.2.6.2 The CCS interface to LIDB shall be the standard interface described herein.

8.2.6.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

8.3 **Rates**

The prices that SouthEast shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If SouthEast purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

8.4 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

9. **Signaling**

9.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Signaling Transport Services.

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

9.3 **Signaling Link Transport**

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

9.3.2 Technical Requirements

9.3.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

9.3.3 Of the various options available, Signaling Link Transport shall perform in the following two ways:

9.3.3.1 As an “A-link” which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and

9.3.3.2 As a “B-link” which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).

9.3.4 Signaling Link Transport shall consist of two or more signaling link layers as follows:

9.3.4.1 An A-link layer shall consist of two links.

9.3.4.2 A B-link layer shall consist of four links.

9.3.5 A signaling link layer shall satisfy a performance objective such that:

9.3.5.1 There shall be no more than two minutes down time per year for an A-link layer; and

9.3.5.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.

9.3.5.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

9.3.5.3.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and

9.3.5.3.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

9.3.5.4 Interface Requirements

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

9.4 **Signaling Transfer Points (STPs)**

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

9.4.2 Technical Requirements

- 9.4.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:
 - 9.4.2.1.1 BellSouth Local Switching or Tandem Switching;
 - 9.4.2.1.2 BellSouth Service Control Points/DataBases;
 - 9.4.2.1.3 Third-party local or tandem switching;
 - 9.4.2.1.4 Third-party-provided STPs.
- 9.4.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This explicitly includes the use of the BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transient messages). When the BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
- 9.4.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between a SouthEast local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between SouthEast local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 9.4.2.4 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
- 9.4.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a SouthEast or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a SouthEast database, then SouthEast agrees to provide BellSouth with the Destination Point Code for the SouthEast database.
- 9.4.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12 of this Attachment. All OMAP functions will be on a "where available" basis and can include:
 - 9.4.2.6.1 MTP Routing Verification Test (MRVT); and
 - 9.4.2.6.2 SCCP Routing Verification Test (SRVT).
- 9.4.2.7 In cases where the destination signaling point is a BellSouth local or tandem

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

9.4.2.8 STPs shall be on parity with BellSouth.

9.4.2.9 SS7 Advanced Intelligent Network (AIN) Access

9.4.2.9.1 When technically feasible and upon request by SouthEast, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the SouthEast SS7 network to exchange TCAP queries and responses with a SouthEast SCP.

9.4.2.9.2 SS7 AIN Access shall provide SouthEast SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and SouthEast SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the SouthEast SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

9.4.3 Interface Requirements

9.4.3.1 BellSouth shall provide the following STPs options to connect SouthEast or SouthEast-designated local switching systems or STPs to the BellSouth SS7 network:

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

9.4.3.1.2 A B-link interface from SouthEast local STPs.

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

9.4.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting SouthEast local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and SouthEast will work jointly to establish mutually acceptable SPOIs.

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

9.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry

standard technical references.

9.4.3.6 Message Screening

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

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

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

9.4.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the applicable industry standard technical references.

9.5 Service Control Points/Databases

9.5.1 Definition

9.5.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

9.5.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

9.5.3 Technical Requirements for SCPs/Databases

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

9.5.3.2 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

9.5.3.3 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

9.5.3.4 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

9.5.4 Database Availability

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

9.5.4.2 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for SouthEast customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

9.6 **Local Number Portability Database**

9.6.1 Definition

9.6.2 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

9.7 **SS7 Network Interconnection**

9.7.1 Definition.

9.7.2 SS7 Network Interconnection is the interconnection of SouthEast local Signaling Transfer Point Switches (STP) and SouthEast local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), SouthEast local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

9.7.3 Technical Requirements

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

9.7.3.1.1 BellSouth local or tandem switching systems;

9.7.3.1.2 BellSouth DBs; and

9.7.3.1.3 Other third-party local or tandem switching systems.

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

- 9.7.5 If traffic is routed based on dialed or translated digits between a SouthEast local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the SouthEast local STPs and BellSouth or other third-party local switch.
- 9.7.6 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).
- 9.7.7 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:
- 9.7.7.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
- 9.7.7.2 Signaling Link functions, as specified in ANSI T1.111.3; and
- 9.7.7.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 9.7.8 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a SouthEast local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of SouthEast local STPs, and shall not include SCCP Subsystem Management of the destination.
- 9.7.9 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
- 9.7.10 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 9.7.11 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.
- 9.7.12 SS7 Network Interconnection shall be equal to or better than the following performance requirements:
- 9.7.12.1 MTP Performance, as specified in ANSI T1.111.6;
- 9.7.12.2 SCCP Performance, as specified in ANSI T1.112.5; and

- 9.7.12.3 ISDNUP Performance, as specified in ANSI T1.113.5.
- 9.7.13 Interface Requirements
- 9.7.13.1 BellSouth shall offer the following SS7 Network Interconnection options to connect SouthEast or SouthEast-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
 - 9.7.13.1.1 A-link interface from SouthEast local or tandem switching systems; and
 - 9.7.13.1.2 B-link interface from SouthEast STPs.
- 9.7.13.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting SouthEast local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and SouthEast will work jointly to establish mutually acceptable SPOI.
- 9.7.13.3 BellSouth CO shall provide intraoffice diversity between the SPOIs 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. BellSouth and SouthEast will work jointly to establish mutually acceptable SPOI.
- 9.7.13.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 9.7.13.5 BellSouth shall set message screening parameters to accept messages from SouthEast local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the SouthEast switching system has a legitimate signaling relation.
- 9.7.13.6 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the applicable industry standard technical references.

9.8 Rates

The prices that SouthEast shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If SouthEast purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

9.9 Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

10. Directory Assistance Database Service

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10.1 The negotiated rates, terms and conditions set forth in this Section pertain to the provision Directory Assistance Database Service.

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10.2 Directory Assistance Database Service (DADS)

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10.2.1 Definition. Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below. ¶

10.2.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to SouthEast end users. The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)). SouthEast agrees that DADS will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, SouthEast agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, SouthEast authorizes the inclusion of SouthEast Directory Assistance listings in the BellSouth Directory Assistance products.

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

10.2.2 BellSouth shall provide SouthEast initially with a base file of subscriber listings which reflect all listing change activity occurring since SouthEast's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by SouthEast and BellSouth. SouthEast agrees to assume the costs associated with CONNECT: Direct connectivity, which will vary depending upon volume and mileage.

10.3.2 Requirements ¶
10.3.2.1 When SouthEast requests BellSouth to provide Operator Services, the following requirements apply: ¶
10.3.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls. ¶
Version 3Q00: 10/19/00 ¶
10.3.2.1.2

... [20]

10.2.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to SouthEast on a Business, Residence, or combined Business and Residence basis. SouthEast agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after SouthEast receives the Base File.

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10.2.4 BellSouth is authorized to include SouthEast Directory Assistance Listing Information in its DADS. Any other use by BellSouth of SouthEast Directory Assistance Listing Information is not authorized and with the exception of a request for DADS, BellSouth shall refer any request for such information to SouthEast.

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10.2.5 Rates for DADS are as set forth in this Attachment.

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10.3 Direct Access to Directory Assistance Service

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10.3.1 Direct Access to Directory Assistance Service (DADAS) will provide SouthEast's directory assistance operators with the ability to search all available BellSouth subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow SouthEast to utilize its own switch, operator workstations and optional audio subsystems.

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

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

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

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10.4.2 **Technical Requirements**

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10.4.2.1 BellSouth shall offer SouthEast a data link to the ALI/DMS database or permit SouthEast to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to SouthEast immediately after SouthEast inputs information into the ALI/DMS database. Alternately, SouthEast may utilize BellSouth, to enter end user information into the database on a demand basis, and validate end user information on a demand basis.

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10.4.2.2 The ALI/DMS database shall contain the following end user information:

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10.4.2.2.1 Name;

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10.4.2.2.2 Address;

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10.4.2.2.3 Telephone number; and

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10.4.2.2.4 Other information as appropriate (e.g., whether an end user is blind or deaf or has another disability).

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10.4.2.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless SouthEast requests otherwise and shall be updated if SouthEast requests, provided SouthEast supplies BellSouth with the updates.

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

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10.4.2.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

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10.4.3 **Interface Requirements**

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

10.5 **Rates**

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The prices that SouthEast shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If SouthEast purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff

shall apply.

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10.6 Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

11. Calling Name (CNAM) Database Service

11.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of CNAM.

11.2 The Agreement for CNAM with standard pricing is included as Exhibit B to this Attachment. SouthEast must provide to its account manager a written request with a requested activation date to activate this service. If SouthEast is interested in requesting CNAM with volume and term pricing, SouthEast must contact its account manager to request a separate CNAM volume and term Agreement.

11.3 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the applicable industry standard technical references.

11.4 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access

11.4.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide SouthEast the capability that will allow SouthEast and other third parties to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

11.4.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to SouthEast. Scheduling procedures shall provide SouthEast equivalent priority to these resources.

11.4.2 BellSouth SCP shall partition and protect SouthEast service logic and data from unauthorized access, execution or other types of compromise.

11.4.3 When SouthEast selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable SouthEast to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

11.4.4 When SouthEast selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. SouthEast access will be provided via remote data connection (e.g., dial-in, ISDN).

11.4.5 When SouthEast selects SCE/SMS AIN Access, BellSouth shall allow SouthEast to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).

11.5 **Rates**

The prices that SouthEast shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If SouthEast purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

11.6 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

12. **Basic 911 and E911**

Version 3Q00: 10/19/00

12.1 All of the negotiated terms and conditions set forth in this Section pertain to the provision of Basic 911 and E911.

12.2 If SouthEast orders network elements and other services, then SouthEast is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

12.3 Definition

12.4 Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

12.5 Requirements

12.5.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to SouthEast 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. SouthEast will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. SouthEast will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, SouthEast will be required to discontinue the Basic 911 procedures and being using E911 procedures.

12.5.2 E911 Service Provisioning. For E911 service, SouthEast will be required to install a minimum of two dedicated trunks originating from the SouthEast serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law

convention. SouthEast will be required to provide BellSouth daily updates to the E911 database. SouthEast 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, SouthEast will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. SouthEast shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

12.5.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on SouthEast beyond applicable charges for BellSouth trunking arrangements.

12.5.4 Basic 911 and E911 functions provided to SouthEast shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

1 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and SouthEast to follow in providing 911/E911 services.

13. Local Voice Platform

13.1 The Local Voice Platform provides an end to end telecommunications service by combining Wholesale Local Circuit Switching, as defined below, with UNE Loops and Common Transport, which together provide local exchange service for the origination or termination of calls. The Local Voice Platform supports the calling and feature requirements set forth below and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service. . BellSouth shall provide the Local Voice Platform, including Wholesale Local Circuit Switching, Wholesale Common (Shared) Transport, and all other related services, elements, and functionalities, upon request by SouthEast pursuant to the rates, terms, and conditions in this Agreement throughout the geographic area covered by this Agreement, notwithstanding any federal or state decisions, rules or orders purporting to relieve BellSouth of the obligation to do so.

BellSouth shall make 911 updates in the BellSouth 911 database for SouthEast's Local Voice Platform. BellSouth will not bill SouthEast for 911 surcharges. SouthEast is responsible for paying all 911 surcharges to the applicable governmental agency.

13.2 LVP Combination Offerings include, but are not limited to, the following

13.2.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

13.2.2 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

13.2.3 2-wire CENTREX port, voice grade loop, unbundled end office switching,

unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

13.2.4 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

13.2.5 2-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

13.2.6 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

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13.2.7 On/off Premises Extensions and Different Premises Addresses working with 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

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13.3 Wholesale Local Circuit Switching

Wholesale Local Circuit Switching is defined as all line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. Wholesale Local Circuit Switching includes all vertical features that the switch is capable of providing, including custom calling, custom local area signaling service features, and Centrex, as well as any technically feasible customized routing functions. Wholesale Local Circuit Switching will only be offered as part of the Local Voice Platform.

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13.3.1 Intercarrier compensation for SouthEast's Local Voice Platform service arrangements utilizing Wholesale Local Circuit Switching shall be governed by the provisions of Attachment 3 of this agreement.

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13.3.2 Wholesale Port Features

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13.3.2.1 Charges for wholesale Ports are included in the rates of Local Voice Platform, as set forth in Exhibit A and include switch based features.

13.3.2.2 Where applicable and available, non-switch-based services at BellSouth's retail rates may be ordered in conjunction with Local Voice Platform.

13.3.3 Provision for Wholesale Local Circuit Switching

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13.3.3.1 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.

13.3.3.2 BellSouth shall control congestion points such as those caused by radio station call-ins and network routing abnormalities. All traffic shall be restricted in a nondiscriminatory manner.

13.3.3.3 BellSouth shall perform manual call trace and permit customer originated call trace. BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.

13.3.3.4 BellSouth shall provide interfaces to adjuncts through Telcordia standard interfaces. These adjuncts may include, but are not limited to, the Service Circuit Node and Automatic Call Distributors. BellSouth shall offer to ABC Telcom all Advanced Intelligent Network (AIN) triggers in connection with its Service Management System and Service Creation Environment (SMS/SCE) offering.

13.3.4 Wholesale Local Circuit Switching Interfaces

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13.3.4.1 SouthEast shall order ports and associated interfaces compatible with the services it wishes to provide as listed in Exhibit A.

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

13.3.5.1 Provided that SouthEast purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an SouthEast local end user, or originated by a BellSouth local end user and terminated to an SouthEast local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge SouthEast the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and SouthEast shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

13.3.5.2 Where SouthEast purchases wholesale local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from an SouthEast end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge SouthEast the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and SouthEast shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

13.3.5.3 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill SouthEast the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.

13.3.5.4 Reverse billed toll calls, such as intraLATA 800 calls, calling card calls and third party billed calls, where BellSouth is the carrier shall also be considered as local calls and SouthEast shall not bill BellSouth originating or terminating switched access for such calls.

13.4 Wholesale Common (Shared) Transport

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13.4.1 Wholesale Common (Shared) Transport is defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network. Where BellSouth Network Elements are connected by intraoffice wiring, such wiring is provided as part of the Network Element and is not Common (Shared) Transport. Wholesale Common (Shared) Transport is available only lines provisioned on the Local Voice Platform.

13.5 Wholesale Operator Services (Operator Call Processing and Directory Assistance)

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

Wholesale Operator Services are available only lines provisioned on the Local Voice Platform

13.4.2 BellSouth will provide access to Wholesale Operator Call Processing.

13.5.2 Upon request for BellSouth OCP, BellSouth shall:

13.5.2.1 Process 0+ and 0- dialed local calls.

13.5.2.2 Process 0+ and 0- intraLATA toll calls.

13.5.2.3 Process calls that are billed to ABC Telcom End User's calling card that can be validated by BellSouth.

13.5.2.4 Process person-to-person calls.

13.5.2.5 Process collect calls.

13.5.2.6 Provide the capability for callers to bill to a third party and shall also process such calls.

13.5.2.7 Process station-to-station calls.

13.5.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.

13.5.2.9 Process emergency call trace originated by Public Safety Answering Points.

13.5.2.10 Process operator assisted directory assistance calls.

13.5.2.11 Adhere to equal access requirements, providing ABC Telcom local End Users the same IXC access as provided to BellSouth End Users.

13.5.2.12 Exercise at least the same level of fraud control in providing Operator Service to SouthEast that BellSouth provides for its own operator service.

13.5.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

13.5.2.14 Direct customer account and other similar inquiries to the customer service center designated by SoutEast.

13.5.2.15 Provide call records to SouthEast in accordance with ODUF standards specified in the Parties' IA.

13.5.3 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.

13.6 Wholesale Selective Call Routing Using Line Class Codes

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13.6.1 Where SouthEast utilizes an operator services provider other than BellSouth on a service provisioned on the Local Voice Platform, BellSouth will route Southeast's End User calls to that provider through Selective Call Routing using Line Class Codes (SCR-LCC).

13.6.2 SCR-LCC provides the capability for SouthEast to have its Operator Call Processing/Directory Assistance (OCP/DA) calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.

13.6.3 Custom Branding for DA is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.

13.6.4 Where available, SouthEast specific and unique LCCs are programmed in each BellSouth end office switch where SouthEast intends to serve End Users with customized OCP/DA branding. The LCCs specifically identify SouthEast's End Users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional LCCs are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and SouthEast intends to provide SouthEast -branded OCP/DA to its End Users in these multiple rate areas.

13.6.5 SCR-LCC supporting Custom Branding and Self Branding require SouthEast to order dedicated trunking from each BellSouth end office identified by SouthEast, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the SouthEast operator service provider for Self Branding. Separate trunk groups are required for Operator Services and for DA. Rates for trunks are set forth in applicable BellSouth tariffs.

13.6.6 Unbranding - Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by SouthEast to the BellSouth TOPS.

13.6.7 The rates for SCR-LCC are as set forth in this Attachment.

13.7 Wholesale Directory Assistance Service

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13.7.1 Directory Assistance (DA) Service provides local and non-local End User telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching. Wholesale Directory Assistance Service is available only on lines provisioned on the Local Voice Platform.

13.7.2 BellSouth will provide access to Wholesale DA Service at the rates set forth in Exhibit A.

13.7.3 DA Service shall provide up to two listing requests per call. If available and if requested by ABC Telcom's End User, BellSouth shall provide caller-optional directory assistance call completion service to one of the provided listings.

13.7.4 BellSouth shall update End User listings changes daily. These changes include:

13.7.4.1 New End User connections;

13.7.4.2 End User disconnections;

13.7.4.3 End User address changes.

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

13.8 Branding for Wholesale OCP and DA

13.8.1 BellSouth's branding feature provides a definable announcement to SouthEast End Users using DA/OCP prior to placing such End Users in queue or connecting them to an available operator or automated operator system. This feature allows SouthEast to have its calls custom branded with SouthEast's name on whose behalf BellSouth is providing DA and/or OCP.

13.8.2 BellSouth offers three branding offering options to SouthEast when ordering BellSouth's DA and OCP: BellSouth Branding, Unbranding and Custom Branding.

13.8.2 Upon receipt of the custom branding order from ABC Telcom, the order is considered firm after ten (10) business days. Should SouthEast decide to cancel the order, written notification to SouthEast's Local Contract Manager is required. If ABC Telcom decides to cancel after ten (10) business days from receipt of the custom branding order, ABC Telcom shall pay all charges per the order.

13.8.4 Branding via Originating Line Number Screening (OLNS)

13.8.4.1 Where SouthEast is reselling BellSouth services pursuant to a resale or IA or is purchasing Wholesale Local Circuit Switching hereunder, BellSouth Branding, Unbranding and Custom Branding are also available for DA, OCP or both via OLNS software. When utilizing this method of Unbranding or Custom Branding, ABC Telcom shall not be required to purchase dedicated trunking.

13.8.4.2 BellSouth Branding is the default branding offering.

13.8.4.3 For BellSouth to provide Unbranding or Custom Branding via OLNS software for OCP or for DA, SouthEast must have its Operating Company Number (OCN(s)) and telephone numbers reside in BellSouth's LIDB. To implement Unbranding and Custom Branding via OLNS software, SouthEast must submit a manual order form which requires, among other things, SouthEast's OCN and a forecast, pursuant to the appropriate BellSouth form provided, for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. SouthEast shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon SouthEast's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all SouthEast End Users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

13.8.5 Facilities Based Carrier Branding

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

13.8.5.2 BellSouth Branding is the default branding offering.

13.8.5.3 Where SouthEast utilizes an Operator Service Provider other than BellSouth, BellSouth will route SouthEast End User calls to that provider through Selective Call Routing. Selective Call Routing can be purchased through this Agreement.

13.9 DSL Transport Network Element Service on Local Voice Platform

13.9.1 BellSouth shall provide the DSL Transport Network Element, and any comparable facility or service, to SouthEast in combination with Local Voice Platform, and to any end user customer of SouthEast that requests to purchase such service from BellSouth. However, BellSouth shall have no obligation to provide DSL transport on any loop that is not qualified for DSL, provided that BellSouth shall not make a change to any loop so as to make it not qualify for DSL on the basis that such loop is being converted to UNE-P, rather than on the basis of architectural, mechanical or physical limitations.

13.9.2 BellSouth shall provide the DSL Transport Network Element at a rate no higher than the lower of (i) the price at which DSL transport service was available pursuant to BellSouth F.C.C. Tariff No. 1 in effect as of July 12, 2002, or (ii) the tariffed or non-tariffed generally available rate at which BellSouth provides the DSL Transport Network Element, and any comparable facility or service, to end users or other service provider customers.

13.9.3 BellSouth shall not seek any termination penalties against, or in any other fashion seek to penalize, any end-user that chooses to purchase DSL services from SouthEast or that chooses to discontinue purchasing such services from BellSouth upon commencing its purchase of service from SouthEast.

13.9.4 SouthEast shall make available to BellSouth at no charge the high frequency spectrum on the Local Voice Platform line for purposes of enabling BellSouth to provision DSL transport on the same loop as the Local Voice Platform-based voice service.

13.9.5 When BellSouth provides tariffed DSL transport over SouthEast Local Voice Platform, BellSouth shall have the right, at no charge, to access the entire loop for purposes of troubleshooting DSL-related troubles.

13.9.6 Prior to BellSouth's completion of the modification of systems and processes that will enable BellSouth to qualify SouthEast LVP lines for DSL as well as maintain and report such DSL on SouthEast LVP lines, BellSouth shall provide to SouthEast wholesale DSL transport service over resale lines on the following conditions: (1) the underlying resale line and its features shall be provided by BellSouth to SouthEast at the rate that SouthEast normally pays for LVP lines under this Agreement, specifically excluding subscriber line charges and other charges normally associated with resale; (2) BellSouth shall bill and collect the access or other third party charges applicable to such lines, and shall remit to SouthEast monthly, as a surrogate for such access charges, an amount determined in accordance with the formula set forth in Section 13.9.6.1 below; (3) because BellSouth cannot provide hunting between resale and LVP lines, any other lines of the

end user served by SouthEast shall also be converted to resale at no charge upon submission of an LSR for such conversion and provided pursuant to (1) and (2) above unless and until BellSouth agrees to provide hunting between resale and LVP platform lines; and (4) once the aforementioned modification of systems and process is completed, BellSouth agrees to convert all end user lines affected by this section to LVP at no charge upon SouthEast's submission of an executable LSR for such conversion.

13.9.6.1 The parties agree that the amount payable to SouthEast as a surrogate for access charges in accordance with Section 13.9.6 above shall be determined by multiplying the average number of SouthEast resale lines with DSL service and those lines included in a hunt group with such DSL resale lines in accordance with subsection (3) of Section 13.9.6 above, for the most recent three (3) billing cycles preceding the date of this agreement by \$12.00 per line. Such rate is based on SouthEast's estimate of its access charges, including subscriber line charges, presubscribed interexchange carrier charges, and usage charges, on a per line basis. Within sixty (60) days of the date of this Agreement and upon BellSouth's request, the parties agree to true up this amount to conform with the average per line access charges SouthEast collects on its LVP lines. SouthEast shall provide supporting documentation to justify the true up amount.

13.9.6.2 The Parties agree that subject to Section 13.9.6.1, the rates charged pursuant to Section 13.9.6 above are not subject to true up regardless of appeal or change in law. Any change to these rates or to the provision of Section 13.9 et seq. shall be prospective only.

13.9.7 SouthEast shall provide BellSouth with all current pertinent customer information necessary for BellSouth to comply with this section. SouthEast authorizes BellSouth to access customer information on BellSouth systems as necessary for BellSouth to comply with this section. BellSouth shall provide SouthEast with all current pertinent loop information necessary for SouthEast to provide DSL over LVP, including but not limited to loop qualification information for LVP lines.

13.9.8 If a request is made for DSL on an existing SouthEast LVP line, SouthEast shall cooperate with BellSouth in an effort to determine loop make-up and qualification status. The parties shall mutually agree on a procedure and shall reduce same to writing.

13.10 Rates

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13.10.1 The prices that SouthEast shall pay to BellSouth for the Local Voice Platform and related services identified in this Section 13 are set forth in Exhibit X to this Attachment. The recurring monthly rates set forth therein for lines provisioned over the Local Voice Platform include all elements of the Local Voice Platform, including loops, circuit switching, signalling, CLASS features, and other elements. No additional per minute rates apply.

13.10.2 Nonrecurring charges will not apply when SouthEast converts a customer from UNE-P or resale to the Local Voice Platform or from the Local Voice Platform to resale, where there is no physical change to the configuration of the line at the central office or in the outside plant.

13.10.3 An initial New Installation of a 2-Wire Port/Loop Combination-Residence line provisioned at a location where QuickServe is available on the line shall incur a QuickServe Non-Recurring Charge (NRCC) at the NRC Currently Combined Conversion Rate set forth in this Agreement and any initial New Installation of a 2-Wire Port/Loop Combination-Residence line provisioned at a location where QuickServe is not available shall incur the Not Currently Combined NRC, First and Additional rates set forth in this Agreement

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13.11 Operational Support Systems (OSS)

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The terms, conditions and rates for OSS are as set forth in Section XXX of this Attachment.

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

EXHIBIT A

Deleted: <#> True-Up ¶

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

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

13.2 . The interim prices shall be true-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of ¶

(3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement. ¶

13.3 . The Parties may continue to negotiate toward final prices, but ... [21]

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A. . This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of SouthEast and pursuant to which BellSouth, its LIDB customers and SouthEast shall have access to such information. SouthEast understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of SouthEast, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection Agreement upon notice to SouthEast's account team to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum is hereby made a part of this LIDB Storage Agreement as if fully incorporated herein. ¶

B. . LIDB is accessed for the following purposes:¶

<#>Billed Number Screening¶

<#>Calling Card Validation¶

<#>Fraud Control ¶

¶
C. . BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to number ... [22]

LINE INFORMATION DATA BASE (LIDB)
FACILITIES-BASED STORAGE AGREEMENT

I. Definitions

- A. Billing number – a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number – a ten-digit number that identifies a telephone line administered by SouthEast.
- C. Special billing number – a ten-digit number that identifies a billing account established by SouthEast.
- D. Calling Card number – a billing number plus PIN number.
- E. PIN number – a three-digit security code assigned by SouthEast that is added to a billing number to compose a ten-digit calling card number.
- F. Toll billing exception indicator – associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by SouthEast.
- G. Billed Number Screening – refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation – refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information – information about billing number or Calling Card number and toll billing exception indicator provided to BellSouth by SouthEast.
- J. Account Owner – name of the local exchange company that is providing dialtone on the subscriber line.
- K. Get-Data – refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.
- L. Originating Line Number Screening ("OLNS") – refers to the query service used to determine the billing, screening and call handling indicators, station type and Account Owner provided to BellSouth by SouthEast for originating line numbers.

II. General

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

LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement.

B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:

1. Billed Number Screening

BellSouth is authorized to use the billing number information to determine whether SouthEast has identified the billing number as the one that should not be billed for collect or third number calls.

2. Calling Card Validation

BellSouth is authorized to validate a 10-Digit calling card number where the first 7 digits are a line number or special billing number assigned by SouthEast, and where the last three digits (PIN) are a security code assigned by SouthEast.

3. OLNS

BellSouth is authorized to provide originating line screening information for billing services restrictions, station type, call handling indicators, presubscribed interLATA and local carrier and account number on the lines of SouthEast from which a call originates.

4. GetData

BellSouth is authorized to provide, at a minimum, the account owner and/or Regional Accounting Office information on the lines of SouthEast indicating the local service provider and where billing records are to be sent for settlement purposes. This query service may be modified to provide additional information in the future.

5. Fraud Control

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LDIB query. BellSouth will establish fraud alert thresholds and will notify SouthEast of fraud alerts so that SouthEast may take action it deems appropriate.

III. Responsibility of the Parties

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

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses and as such these billing and collection customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate SouthEast's data from BellSouth's data, the following shall apply:

(1) BellSouth will identify SouthEast end user originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement with interexchange carriers for handling of long distance charges by their end users.

(2) BellSouth shall have no obligation to become involved in any disputes between SouthEast and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customers to SouthEast. It shall be the responsibility of SouthEast and the B&C Customers to negotiate and arrange for any appropriate adjustments.

IV. Fee for Services and Taxes

A. SouthEast will not be charged a fee for storage services provided by BellSouth to SouthEast, as described in this LIDB Facilities Based Storage Agreement.

B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state, or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by SouthEast in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

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CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1. Definitions

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) -The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides SouthEast the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) -The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) -Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2. Attachment

- 2.1 This Attachment contains the terms and conditions where BellSouth will provide to SouthEast access to the BellSouth CNAM SCP for query or record storage purposes.
- 2.2 SouthEast shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to SouthEast's access to BellSouth's CNAM Database Services and shall be addressed to SouthEast's Account Manager.

3. Physical Connection and Compensation

- 3.1 BellSouth's provision of CNAM Database Services to SouthEast requires interconnection from SouthEast to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.

- 3.2 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, SouthEast shall provide its own CNAM SSP. SouthEast's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 3.3 If SouthEast elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that SouthEast desires to query.
- 3.4 Out-Of-Region Customers
- If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

4. CNAM Record Initial Load and Updates

- 4.1 The mechanism to be used by SouthEast for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by SouthEast in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of SouthEast to provide accurate information to BellSouth on a current basis.
- 4.2 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- SouthEast CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

[See separate attachment]

Attachment 3

Network Interconnection

TABLE OF CONTENTS

1 **Network Interconnection**.....3

| 2 **Interconnection Trunk Group Architectures**.....5 ← --- Formatted: Bullets and Numbering

| 3 **Network Design And Management For Interconnection** 12

| 4 **Local Dialing Parity**..... 16

| 5 **Interconnection Compensation** 16

| 6 **Frame Relay Service Interconnection**.....22

| 7 **Operational Support Systems (OSS)** 25

RATES.....**EXHIBIT A**

Basic Architecture Exhibit B One Way Architecture Exhibit C Two Way Architecture Exhibit D Supergroup Architecture Exhibit E

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

1 Network Interconnection

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

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

1.1.1 The Interconnection Point is the point at which the originating Party delivers its originated traffic to the terminating Party’s first point of switching on the terminating Party’s common (shared) network for call transport and termination. Interconnection Points are available at either Access Tandems, Local Tandems, or End Offices as described in this Attachment. SouthEast’s requested Interconnection Point also will be used for the receipt and delivery of transit traffic at BellSouth Access and Local

Tandems. Interconnection Points established at the BellSouth Local Tandem apply only to local, ISP-bound, and local originating and terminating transit traffic.

- 1.1.2 The Parties shall make available to each other one-way and two-way trunks for the reciprocal exchange of combined Local, ISP-bound and intraLATA Toll Traffic. A minimum of one Interconnection Point shall be established in each LATA in which SouthEast originates or terminates Local Traffic or delivers ISP-bound Traffic and interconnects with BellSouth. Each Party has the right to designate the Interconnection Point for its originated traffic.
- 1.1.3 The Parties shall institute a bill and keep compensation plan under which neither Party will charge the other Party recurring and nonrecurring charges associated with the termination of trunks and facilities for the exchange of traffic other than Transit Traffic. The Parties, where appropriate, will be paid recurring and nonrecurring charges for trunks and facilities ordered for the purpose of interconnection. Notwithstanding the foregoing, compensation will be paid for the delivery of Local and ISP-bound Traffic in accordance with the terms of Section 5.1.
- 1.1.4 Both Parties, as appropriate, shall be compensated for the ordering of trunks and facilities for the exchange of Transit Traffic.

1.2 **Interconnection via Dedicated Transport Facilities**

Version 3Q00: 09/29/00

- 1.2.1 As part of Local Interconnection Call Transport and Termination Service, the originating Party may obtain Local Channel facilities (i.e., entrance facilities) from the terminating Party from the originating Party's specified Interconnection Point to its Serving Wire Center. The portion of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined in this Attachment. Additionally, the charges applied to the portion of the Local Channel used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. This factor shall be reported in addition to the switched dedicated transport jurisdictional factors specified in the BellSouth intrastate and interstate switched access tariffs.
- 1.2.2 Additionally, either Party may obtain Dedicated Interoffice Transport facilities from its designated Serving Wire Center to the other Party's first point of switching. The portion of Dedicated Interoffice Transport facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined in this Attachment. Additionally, the charges applied to the portion of the Dedicated Interoffice Transport used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. This factor shall be reported in addition to the switched dedicated transport jurisdictional factors specified in the BellSouth intrastate and interstate switched access tariffs.
- 1.2.3 For the purposes of this Attachment, **Local Channel** (i.e., entrance facility) is defined as a switch transport facility between a Party's Interconnection Point and its Serving Wire Center.
- 1.2.4 For the purposes of this Attachment, **Serving Wire Center** is defined as the wire

center owned by one Party from which the other Party would normally obtain dial tone for its Interconnection Point.

- 1.2.5 For the purposes of this Attachment, **Dedicated Interoffice Transport** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching on the other Party's common (shared) network.

1.3 Fiber Meet

- 1.3.1 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Interconnection Point).
- 1.3.2 If SouthEast elects to interconnect with BellSouth pursuant to a Fiber Meet, SouthEast and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel facility at either the DS0, DS1, or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, SouthEast's SONET transmission must be compatible with BellSouth's equipment in the BellSouth Interconnection Wire Center (BIWC). The same vendor's equipment and software version must be used, and the Data Communications Channel (DCC) must be turned off.
- 1.3.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BIWC.
- 1.3.4 SouthEast shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the SouthEast Interconnection Wire Center ("SouthEast Wire Center").
- 1.3.5 BellSouth shall designate an Interconnection Point outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable SouthEast to deliver, fiber optic facilities into the Interconnection Point with sufficient spare length to reach the fusion splice point at the Interconnection Point. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Interconnection Point. A Common Language Location Identification ("CLLI") code will be established for each Interconnection Point. The code established must be a building type code. All orders shall originate from the Interconnection Point (i.e., Interconnection Point to SouthEast, Interconnection Point to BellSouth).
- 1.3.6 SouthEast shall deliver and maintain such strands wholly at its own expense. Upon verbal request by SouthEast, BellSouth shall allow SouthEast access to the Fiber Meet entry point for maintenance purposes as promptly as possible.
- 1.3.7 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.
- 1.3.8 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

- 1.3.9 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit Local Traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities will apply. Charges for Switched and Special Access Services shall be billed in accordance with the applicable Access Service tariff (i.e. the BellSouth Interstate or Intrastate Access Services Tariff).

2 Interconnection Trunk Group Architectures

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

- 2.6 For two-way trunk groups that carry both Parties' local and IntraLATA Toll traffic only, excluding trunk groups that carry Transit Traffic, the Parties shall be compensated for the nonrecurring and recurring charges for dedicated transport trunks and facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. SouthEast shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 2.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
- 2.8 In cases where SouthEast is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 2.9 Unless in response to a blocking situation or for a project, when either Party orders interconnection trunk group augmentations, a Firm Order Confirmation (FOC) shall be returned to the ordering Party within four (4) business days from receipt of a valid, error free ASR. A project is defined as a new trunk group or the request of 96 or more trunks on a single or multiple trunk group(s) in a given local calling area. Blocking situations and projects shall be managed through the BellSouth Interconnection Trunking Project Management group and SouthEast's equivalent trunking group.

2.10 Interconnection Trunk Groups for Exchange of Local, IntraLATA Toll and Transit Traffic

- 2.10.1 If the Parties' originated local and/or intraLATA toll traffic is utilizing the same two-way trunk group, the Parties shall mutually agree to use this type of two-way interconnection trunk group with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Interconnection Point(s) for two-way interconnection trunk groups transporting both Parties' local and/or intraLATA toll shall be mutually agreed upon. SouthEast shall order such two-way trunks via the Access Service Request (ASR) process in place for Local Interconnection upon determination by the Parties, in a joint planning meeting, that such trunk groups shall be utilized. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business. Furthermore, the Parties shall jointly review such trunk performance and forecasts on a periodic basis. The Parties use of two-way interconnection trunk groups for the transport of local and/or intraLATA toll traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated local and/or intraLATA toll traffic to the other Party.

2.11 BellSouth Access Tandem Interconnection Architectures

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

2.12 Basic Architecture

- 2.12.1 In this architecture, SouthEast's originating Local and IntraLATA Toll and

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

2.13 One-Way Trunk Group Architecture

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

2.14 Two-Way Trunk Group Architecture

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

2.15 Supergroup Architecture

2.15.1 In the Supergroup Architecture, the Parties' Local and IntraLATA Toll and SouthEast's Transit Traffic are exchanged on a single two-way trunk group between SouthEast and BellSouth. This group carries intratandem Transit Traffic between

SouthEast and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which SouthEast desires interconnection and has the proper contractual arrangements. This group also carries SouthEast originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Supergroup Architecture is illustrated in Exhibit E.

2.16 Multiple Access Tandem Service

- 2.16.1 Upon request, BellSouth will provide SouthEast with **Multiple Tandem Access (MTA)**, which provides for LATA wide BellSouth transport and termination of SouthEast-originated Local Traffic and BellSouth transported intraLATA toll traffic, by establishing an Interconnection Point at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, SouthEast must still establish Interconnection Points at all BellSouth access tandems where SouthEast NXXs are "homed". If SouthEast does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish Interconnection Points at such BellSouth access tandem, SouthEast can order MTA in each BellSouth access tandem within the LATA where it does have an Interconnection Point and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where SouthEast does not have an Interconnection Point. MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.
- 2.16.2 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on SouthEast's NXX Access Tandem homing arrangement as specified by SouthEast in the national Local Exchange Routing Guide (LERG).
- 2.16.3 For SouthEast-originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Party network (Transit Traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.
- 2.16.4 With MTA, for the delivery of SouthEast's Local and ISP-bound Traffic, SouthEast will be assessed charges as specified in the pricing exhibit to this Agreement for the additional transport and tandem switching on an elemental basis in addition to the reciprocal compensation rate to which the parties have agreed in Section 5.1.2. Notwithstanding the foregoing, in the situation of tandem exhaust at any particular tandem, where the Parties choose MTA as an alternative routing plan, the Parties will negotiate appropriate rates, terms, and conditions for MTA.
- 2.16.5 To the extent SouthEast does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, SouthEast must establish an Interconnection Point to every access tandem in the calling area in order to serve the entire calling area. To the extent SouthEast does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish an Interconnection Point to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent SouthEast routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA

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service, SouthEast agrees to pay BellSouth the associated transport and termination charges.

2.17 Local Tandem Interconnection

- 2.17.1 Local Tandem Interconnection arrangement allows SouthEast to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of SouthEast-originated Local Traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff (GSST), section A3 served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.
- 2.17.2 When a specified local calling area is served by more than one BellSouth local tandem, SouthEast must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, SouthEast 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. SouthEast may deliver Local Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where SouthEast does not choose to establish an interconnection trunk group(s). It is SouthEast'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 SouthEast's codes. Likewise, SouthEast shall obtain its routing information from the LERG.
- 2.17.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, SouthEast must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which SouthEast has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff).
- 2.17.4 BellSouth's provisioning of local tandem interconnection assumes that SouthEast has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

2.18 Direct End Office-to-End Office Interconnection

- 2.18.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating local or intraLATA toll traffic to the terminating Party on a direct end office-to-end office basis.
- 2.18.2 The Parties shall utilize direct end office-to-end office trunk groups under the following conditions:
- 2.18.3 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 SouthEast and BellSouth's subscribers.

2.18.4 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between a SouthEast switching center and a BellSouth end office, either Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a SouthEast switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. Either Party will install additional capacity between such points when overflow traffic between SouthEast's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

2.18.5 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above, and agreement will not unreasonably be withheld.

2.19 Transit Traffic Trunk Group

Version 3Q00: 09/29/00

2.19.1 Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by SouthEast to deliver and receive local and intraLATA toll Transit Traffic from third parties, such as Independent Companies and other CLECs, via BellSouth access tandems (or BellSouth local tandems for Local Traffic), and Switched Access traffic to and from Interexchange Carriers via BellSouth access tandems pursuant to the Transit Traffic section of this Attachment. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.

2.20 Toll Free Traffic

2.20.1 If SouthEast chooses BellSouth to handle Toll Free database queries from its switches, all SouthEast originating Toll Free traffic will be routed over the Transit Traffic Trunk Group.

2.20.2 All originating Toll Free Service (Toll Free) calls for which SouthEast requests that BellSouth perform the Service Switching Point ("SSP") function (i.e., perform the database query) shall be delivered using GR-394 format over the Transit Traffic Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

2.20.3 SouthEast may handle its own Toll Free database queries from its switch. If so, SouthEast will determine the nature (local/intraLATA/interLATA) of the Toll Free call based on the response from the database. If the query determines that the call is a BellSouth local or intraLATA Toll Free number, SouthEast will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the query determines that the call is a third party (ICO or other CLEC) local or intraLATA Toll Free number, SouthEast will route the post-query local or intraLATA converted ten-digit local number to BellSouth over

the Transit Traffic Trunk Group. In such case, SouthEast is to provide a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free number, SouthEast will route the post-query interLATA call (Toll Free number) directly from its switch for carriers interconnected with its network or over the Transit Traffic Trunk Group to carriers not directly connected to its network but are connected to BellSouth's access tandem. Calls will be routed to BellSouth over the local/intraLATA and Transit Traffic Trunk Groups within the LATA in which the calls originate.

- 2.20.4 All post-query Toll Free Service (Toll Free) calls for which SouthEast performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend the BellSouth access tandem.

3 Network Design And Management For Interconnection

Version 3Q00: 09/29/00

- 3.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
- 3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.
- 3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 3.4 Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

- 3.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling (“CCS”) to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (“ANI”), originating line information (“OLI”) calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part (“TCAP”) messages to facilitate full interoperability of CCS-based features between the respective networks. Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.
- 3.6 Signaling Call Information. BellSouth and SouthEast will send and receive 10 digits for Local Traffic. Additionally, BellSouth and SouthEast will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

3.8 Trunk Utilization

- 3.8.1 BellSouth and SouthEast shall monitor traffic on each interconnection trunk group that is installed pursuant to the initial interconnection trunk requirements and subsequent forecasts. At any time after the end of a calendar quarter, based on a review of the capacity utilization during such quarter for installed Reciprocal Trunk groups and/or two-way interconnection trunk groups, subject to the provision of the section following, after fifteen (15) business days advance written notice to SouthEast, BellSouth may disconnect any Non-utilized Reciprocal Trunk(s) and SouthEast shall refund to BellSouth any associated trunk and facility charges paid by BellSouth. In addition, BellSouth may request SouthEast to disconnect any Non-utilized two-way interconnection trunk(s), if BellSouth has determined that the trunk group is not being utilized at eighty percent (80%) of the time consistent busy hour utilization level, provided that the Parties have not otherwise agreed. SouthEast shall comply with such request, subject to Section 3.8.2 below. Non-utilized trunks are defined as the trunks not being utilized as a result of a time consistent busy hour utilization of less than 85%.
- 3.8.2 Within ten (10) business days following the notice prescribed in the section above, SouthEast may request that BellSouth not disconnect or not request disconnection for some or all of the Non-utilized Trunks, in which event BellSouth shall keep the trunks in service and may invoice SouthEast for, and SouthEast shall pay, all applicable recurring and nonrecurring trunk and facility access tariff charges for the Non-utilized Trunks. The charges shall be applied retroactive to the date on which such trunks were installed and to continue until such trunks are disconnected, or to the extent SouthEast requests that such trunks remain in service, until the trunk group reaches an eighty-five percent (85%) time-consistent busy hour utilization level. In addition, SouthEast shall reimburse BellSouth for any nonrecurring and/or recurring charges BellSouth may have paid to SouthEast for the Non-utilized Trunks and for any trunk installation expense BellSouth incurred. This expense shall equal the nonrecurring installation charge for trunks in BellSouth’s intrastate tariff. Furthermore, the SouthEast forecasts for each subsequent forecast period shall be automatically reduced by the number of Reciprocal Trunks and/or two-way interconnection trunks that have been determined to be subject to disconnection pursuant to the foregoing procedures.

Deleted: 3.7 Forecasting for Trunk Provisioning ¶
 3.7.1 Within six (6) months after execution of this agreement, SouthEast shall provide an initial interconnection trunk group forecast for each LATA that it shall provide service within BellSouth’s region. Upon receipt of SouthEast’s forecast, the Parties shall schedule and participate in a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed “Confidential Information” under the General Terms and Conditions of this Agreement. ¶
 3.7.2 At a minimum, the forecast shall include the projected quantity of Transit Trunks, SouthEast-to-BellSouth one-way trunks (“SouthEast Trunks”), BellSouth-to-SouthEast one-way trunks (“Reciprocal Trunks”) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties’ local and intraLATA toll. The quantities shall be projected for a minimum of six months in advance and shall include the current year plus next two years total forecasted quantities. Considering SouthEast’s provided forecast, the Parties shall mutually develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities for the time periods listed and to be included within the initial forecast. ¶
 3.7.3 Additionally all forecasts shall include, at a minimum, Access Carrier Terminal Location (“ACTL”), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for SouthEast location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative). ¶
 3.7.4 Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time. ¶
 3.7.5 The submitting and development of interconnection trunk forecasts shall not replace the ordering process in place for local interconnection trunks. ¶
 3.7.6 Once initial interconnection trunk forecasts have been developed, SouthEast shall continue to provide interconnection trunk forecasts on a semiannual basis or at ¶ otherwise mutually agreeable intervals. SouthEast shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. Interconnection trunk forecasts s ... [23]

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3.8.3 To the extent SouthEast requests BellSouth and BellSouth agrees to install additional Reciprocal and/or two-way interconnection trunks in any forecast period following the initial forecasting period that are not included in the forecast for that period (as such forecast may be revised from time to time), such trunks may be provisioned by BellSouth subject to the conditions set forth in the preceding sections above, and all applicable recurring and nonrecurring charges for such trunks shall be billed to and paid by SouthEast until such trunk groups reach an eighty-five percent (85%) time-consistent busy hour utilization level.

3.8.4 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of ninety percent (90%) or greater, the Parties shall negotiate in good faith for the installation of augmented facilities.

4 Local Dialing Parity

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

5 Interconnection Compensation

5.1 Compensation for Call Transportation and Termination for Local Traffic and Inter-Carrier Compensation for ISP-Bound Traffic

5.1.1 Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange.

5.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed using a local dialing pattern (7 or 10 digits) by a calling party in one exchange or local calling area to an ISP server or modem in the same exchange or local calling area. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to compensation as described by the FCC in its *Order on Remand and Report and Order*, CC Docket Nos. 96-98, FCC 01-31 (released April 27, 2001) ("ISP Remand Order"). All Combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be presumed to be ISP-bound Traffic. All combined ISP-bound Traffic and Local traffic delivered to one Party by the other Party that does not exceed a 3:1 ratio of terminating to originating Traffic on a statewide basis is Local Traffic.

5.1.3 The Parties will compensate each other on a mutual and reciprocal basis for the transport and termination of Local Traffic and ISP-bound Traffic at the following rates:

<u>Local Traffic:</u>	<u>\$.0034 per MOU</u>
<u>ISP-Bound Traffic:</u>	<u>\$.0007 per MOU</u>

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\$.00175 per MOU 1/1/02 – 12/31/02
\$.00150 per MOU

5.1.4 The Parties recognize and agree that the compensation for the transport and termination of Local Traffic and ISP-bound Traffic set forth in section 5.1.3 are intended to allow each Party to recover costs associated with such traffic. The Parties recognize and agree that such compensation will not be billed and shall not be paid for a call placed by an end user customer, or placed on behalf of an end user customer, to establish or maintain a network connection if: (1) such call is not recognized by industry practice to constitute traffic (voice or data) which results from a telephone call; (2) the end user customer does not specify between or among the points of the call and does not choose the information of that call; and (3) the primary purpose of that call is to generate the payment of reciprocal compensation as a result of establishing or maintaining the network connection.

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5.1.5 Neither Party shall represent non-local switched access services traffic as Local Traffic for purposes of payment of reciprocal compensation.

5.1.6 **Compensation for Trunks and Associated Facilities**

5.1.6.1 Compensation for Trunks and Associated Facilities shall be handled in accordance with Section 1.1.2

5.1.7 Pursuant to the definition of Local Traffic in this Attachment, and for the purpose of delivery of BellSouth originating traffic to SouthEast, BellSouth shall pay to SouthEast reciprocal compensation for Local Traffic delivered to SouthEast end users physically located within the LATA in which the call originated and within which the SouthEast end user's NPA/NXX is assigned. If SouthEast assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to SouthEast end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a SouthEast customer physically located outside of such LATA, shall not be deemed Local Traffic, and no compensation from BellSouth to SouthEast shall be due therefor. Further, SouthEast agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to SouthEast at BellSouth's switched access tariff rates.

5.1.8 If SouthEast does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole SouthEast NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if SouthEast can provide sufficient information for BellSouth to determine whether or not said traffic is Local Traffic.

5.2 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes and ISP-bound minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local and ISP-bound call and every long distance call, excluding Transit Traffic. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Percent Local Use Reporting Guidebook, as it is amended from time to time. Notwithstanding the foregoing,

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

- 5.3 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility ("PLF"). The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to multiplexing, local channel and interoffice channel switched dedicated transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Percent Local Facility Reporting Guidebook, as it is amended from time to time.
- 5.4 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage ("PIU"). All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to SouthEast. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and September. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factors, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.
- 5.5 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and SouthEast shall retain records of call detail for a minimum of nine months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.
- 5.6 **Compensation for IntraLATA Toll Traffic**
- 5.6.1 **IntraLATA Toll Traffic.** IntraLATA Toll Traffic is defined as any telephone call that is not local or switched access per this Agreement.
- 5.6.2 **Compensation for intraLATA toll traffic.** For terminating its intraLATA toll traffic

on the other company's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff. The appropriate charges will be determined by the routing of the call. If SouthEast is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses SouthEast as an interexchange carrier on a 101XXXX basis, BellSouth will charge SouthEast the appropriate BellSouth tariff charges for originating switched access services.

- 5.6.3 Compensation for 8XX Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs.
- 5.6.4 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.
- 5.6.5 8XX Access Screening. BellSouth's provision of 8XX TFD to SouthEast requires interconnection from SouthEast to BellSouth 8XX SCP. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. SouthEast shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that SouthEast desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.
- 5.7 Mutual Provision of Switched Access Service**

- 5.7.1 Switched Access Traffic. Switched Access Traffic is described in the BellSouth Access Tariff. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call), shall not be compensated as local.
- 5.7.2 When SouthEast's end office switch, subtending the BellSouth Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection to or from an interexchange carrier ("IXC") by either a direct trunk group to the IXC utilizing BellSouth facilities, or via BellSouth's tandem switch, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. For tandem routed traffic, the tandem company agrees to provide to the Initial Billing Company as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. The Initial Billing Company will provide the switched access summary usage data, for all originating and terminating traffic, to all Subsequent Billing Companies as defined in MECAB within 10 days of

rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.

- 5.7.3 In the event that either Party fails to provide the appropriate MECAB switched access usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of unbillable switched access revenues, and a negotiated settlement will be agreed upon between the Parties.
- 5.7.4 Each Party will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.
- 5.7.5 Each Party agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 5.7.6 Each Party also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 5.7.7 All claims should be filed with the other Party within 120 days of the receipt of the date of the unbillable usage.
- 5.7.8 The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 5.7.9 SouthEast agrees not to deliver switched access traffic to BellSouth for termination except over SouthEast ordered switched access trunks and facilities.

5.8 Transit Traffic Service

- 5.8.1 BellSouth shall provide tandem switching and transport services for SouthEast's Transit Traffic. Transit traffic is traffic originating on SouthEast's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to SouthEast's network. Rates for local [and ISP-bound Transit Traffic that originates from a SouthEast end user](#) shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access Transit Traffic [that originates from a SouthEast end user](#) shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access Transit Traffic presumes that SouthEast's end office is subtending the BellSouth Access Tandem for switched access traffic to and from SouthEast's end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Pursuant

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to these guidelines, the Initial Billing Company shall provide summary usage data, for all originating and terminating Transit Traffic, to all Subsequent Billing Companies. Traffic between SouthEast and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between SouthEast and Wireless Type 2A or UNE-CLEC third parties shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or UNE-CLEC third party have the capability to properly meet-point-bill in accordance with MECAB guidelines.

- 5.8.2 In the event that either Party fails to provide the appropriate MECAB usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect Transit Traffic revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of unbillable revenues and a negotiated settlement will be agreed upon between the Parties
- 5.8.3 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this Agreement to a terminating carrier. BellSouth agrees to deliver this traffic to the terminating carrier; provided, however, that SouthEast is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to SouthEast. SouthEast agrees to compensate BellSouth for any charges or costs for the delivery of Transit Traffic to a connecting carrier on behalf of SouthEast. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

6 Frame Relay Service Interconnection

- 6.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and SouthEast's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which SouthEast is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between SouthEast and BellSouth Frame Relay Switches in the same LATA.
- 6.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("POI(s)") within the LATA. All POIs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.
- 6.3 Upon the request of either Party, such interconnection will be established where BellSouth and SouthEast have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.

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

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

Operational Support Systems (OSS)

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

LOCAL INTERCONNECTION - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	Rec	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	
							Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l					SOMECS
<u>LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)</u>															
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.															
<u>COMPENSATION</u>															
	Local Traffic, per MOU														
	ISP Traffic, per MOU														
<u>TANDEM SWITCHING</u>															
	Tandem Switching Function Per MOU			OHD											
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD											
	Tandem Intermediary Charge, per MOU*			OHD											
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
<u>TRUNK CHARGE</u>															
	Installation Trunk Side Service - per DS0			OHD	TPP++			334.09	57.12						
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P			0.00							
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P			0.00							
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P			0.00							
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW0P			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)

<u>Common Transport - Per Mile, Per MOU</u>	<u>OHD</u>		<u>0.000003</u>				
<u>Common Transport - Facilities Termination Per MOU</u>	<u>OHD</u>		<u>0.0007466</u>				

INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE

<u>Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month</u>	<u>OHL, OHM</u>	<u>1L5NF</u>	<u>0.01bk</u>				
<u>Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month</u>	<u>OHL, OHM</u>	<u>1L5NF</u>	<u>29.11bk</u>	<u>47.34bk</u>		<u>22.77bk</u>	

INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS

<u>Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month</u>	<u>OHL, OHM</u>	<u>1L5NK</u>	<u>0.0115bk</u>				
<u>Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month</u>	<u>OHL, OHM</u>	<u>1L5NK</u>	<u>20.97bk</u>	<u>47.35bk</u>		<u>22.77bk</u>	
<u>Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month</u>	<u>OHL, OHM</u>	<u>1L5NK</u>	<u>0.0115bk</u>				
<u>Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month</u>	<u>OHL, OHM</u>	<u>1L5NK</u>	<u>20.97bk</u>	<u>47.35bk</u>		<u>22.77bk</u>	

INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1

<u>Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month</u>	<u>OH1, OH1MS</u>	<u>1L5NL</u>	<u>0.23bk</u>				
<u>Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month</u>	<u>OH1, OH1MS</u>	<u>1L5NL</u>	<u>96.04bk</u>	<u>105.52bk</u>		<u>23.09bk</u>	

INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3

<u>Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month</u>	<u>OH3, OH3MS</u>	<u>1L5NM</u>	<u>4.97bk</u>				
<u>Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month</u>	<u>OH3, OH3MS</u>	<u>1L5NM</u>	<u>1175.15bk</u>	<u>335.40bk</u>		<u>89.57bk</u>	

LOCAL CHANNEL - DEDICATED TRANSPORT

<u>Local Channel - Dedicated - 2-Wire Voice Grade per month</u>	<u>OHL, OHM</u>	<u>TEFV2</u>	<u>18.57bk</u>	<u>265.78bk</u>	<u>46.96bk</u>	<u>46.79bk</u>	<u>4.98bk</u>
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<u>Local Channel - Dedicated - 4-Wire Voice Grade per month</u>	<u>OHL, OHM</u>	<u>TEFV4</u>	<u>19.86bk</u>	<u>266.48bk</u>	<u>47.65bk</u>	<u>47.54bk</u>	<u>5.73bk</u>
<u>Local Channel - Dedicated - DS1 per month</u>	<u>OH1</u>	<u>TEFHG</u>	<u>40.46bk</u>	<u>209.60bk</u>	<u>176.51bk</u>	<u>30.21bk</u>	<u>21.07bk</u>
<u>Local Channel - Dedicated - DS3 Facility Termination per month</u>	<u>OH3</u>	<u>TEFHI</u>	<u>576.05bk</u>	<u>551.38bk</u>	<u>338.08bk</u>	<u>173.00bk</u>	<u>120.42bk</u>

LOCAL INTERCONNECTION MID-SPAN MEET

NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.

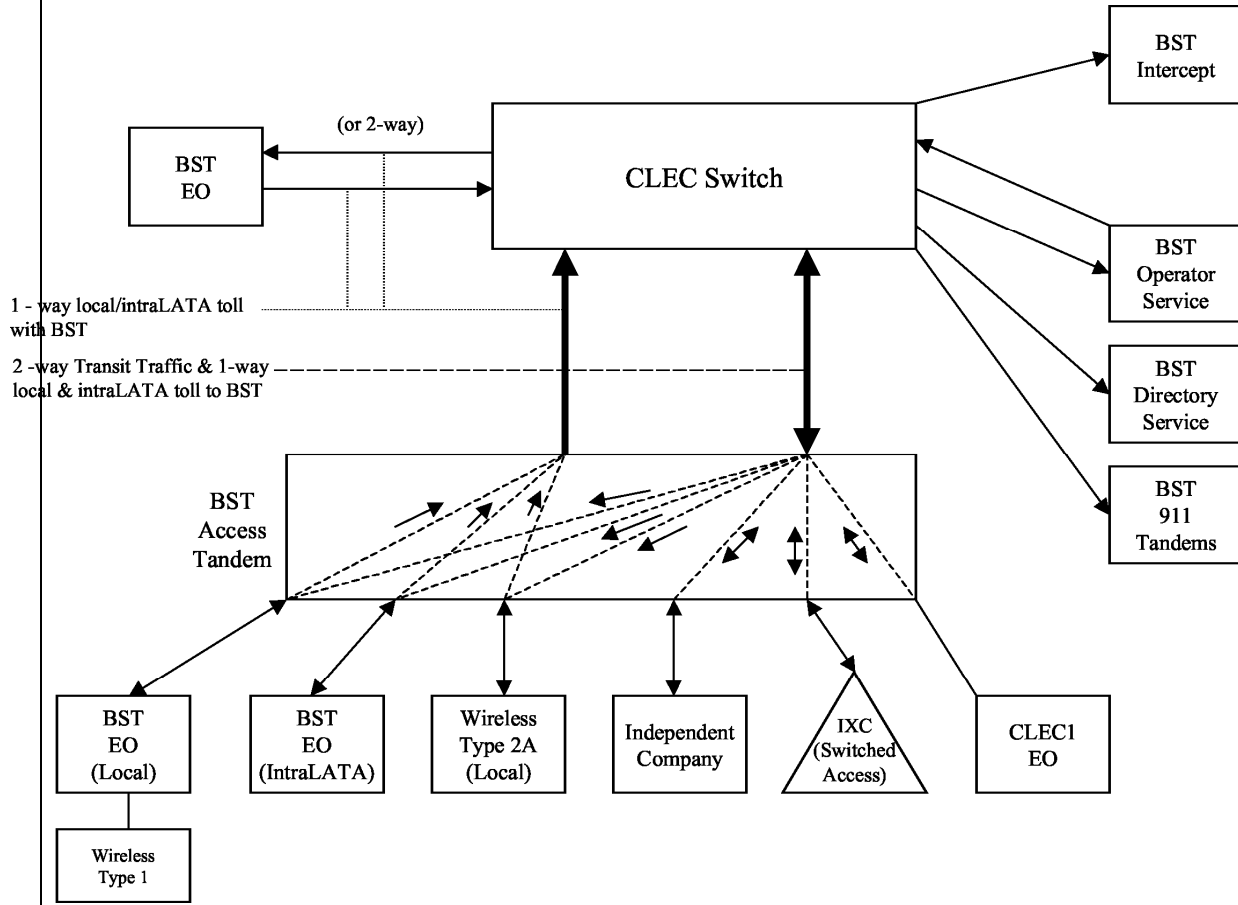
<u>Local Channel - Dedicated - DS1 per month</u>	<u>OH1MS</u>	<u>TEFHG</u>	<u>0.00</u>	<u>0.00</u>
<u>Local Channel - Dedicated - DS3 per month</u>	<u>OH3MS</u>	<u>TEFHI</u>	<u>0.00</u>	<u>0.00</u>

MULTIPLEXERS

<u>Channelization - DS1 to DS0 Channel System</u>	<u>OH1, OH1MS</u>	<u>SATN1</u>	<u>113.33</u>	<u>101.40</u>	<u>71.60</u>	<u>13.79</u>	<u>13.04</u>
<u>DS3 to DS1 Channel System per month</u>	<u>OH3, OH3MS</u>	<u>SATNS</u>	<u>158.20</u>	<u>199.23</u>	<u>118.62</u>	<u>118.62</u>	<u>48.59</u>
<u>DS3 Interface Unit (DS1 COCI) per month</u>	<u>OH1, OH1MS</u>	<u>SATCO</u>	<u>11.80</u>	<u>10.07</u>	<u>7.08</u>		

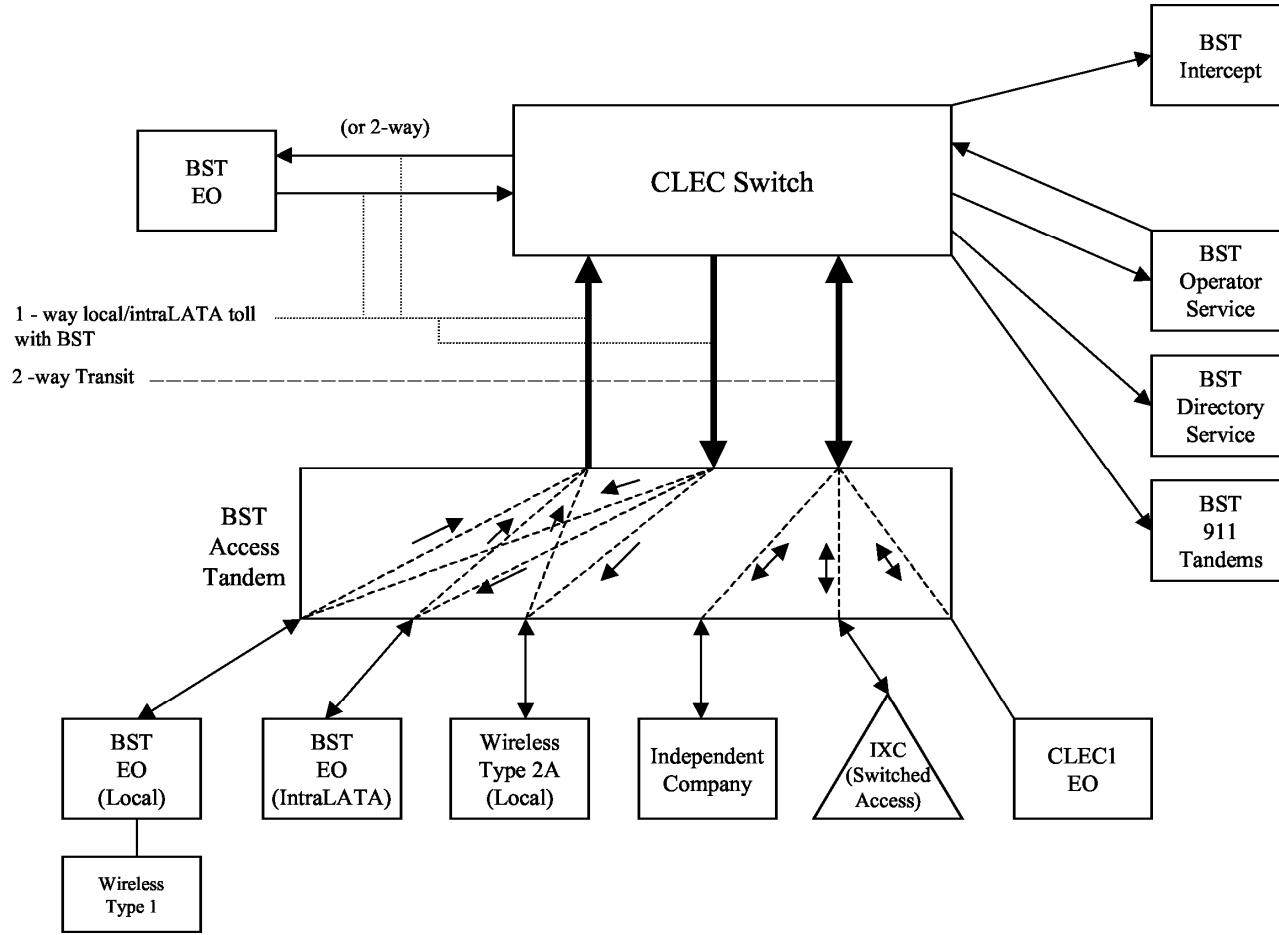
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.

Basic Architecture

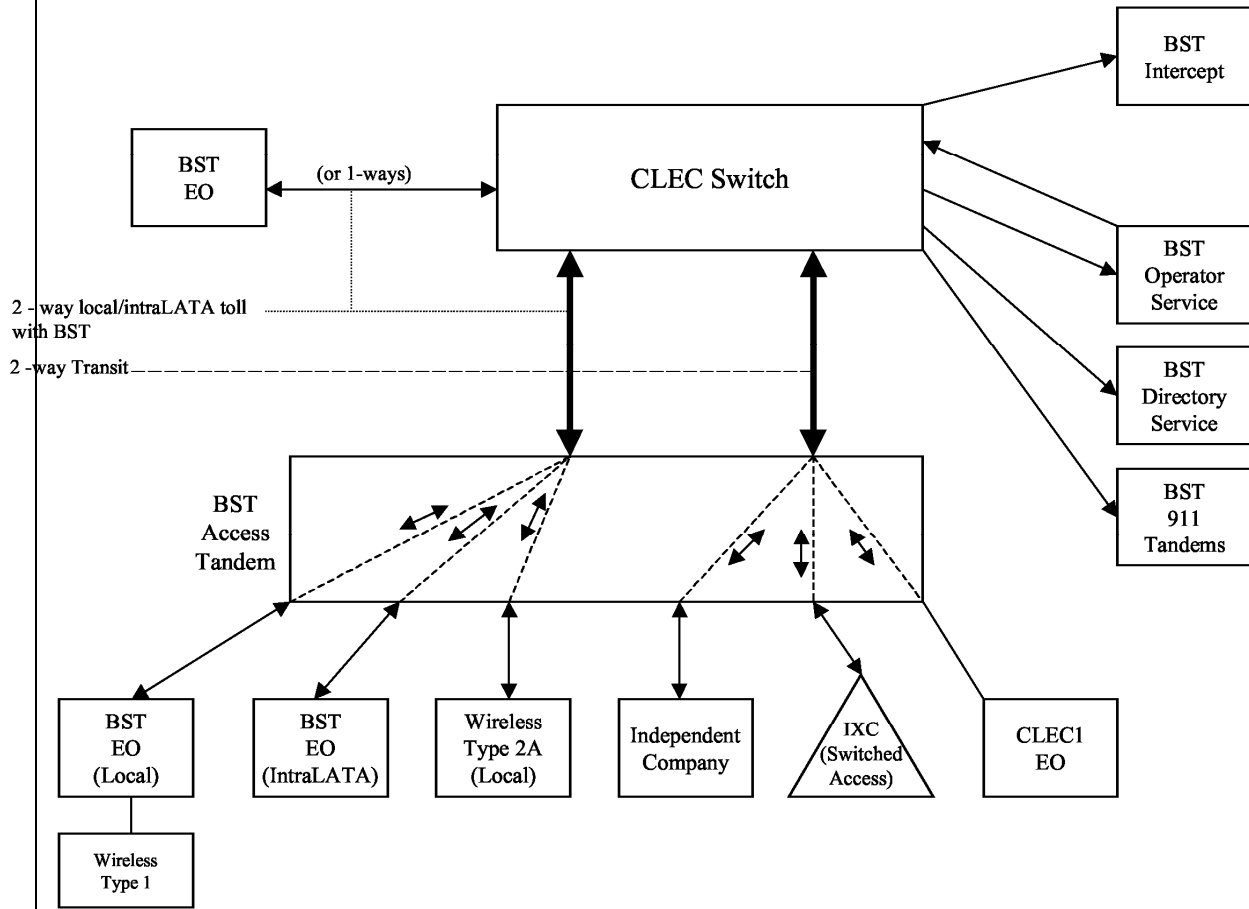


One-Way Architecture

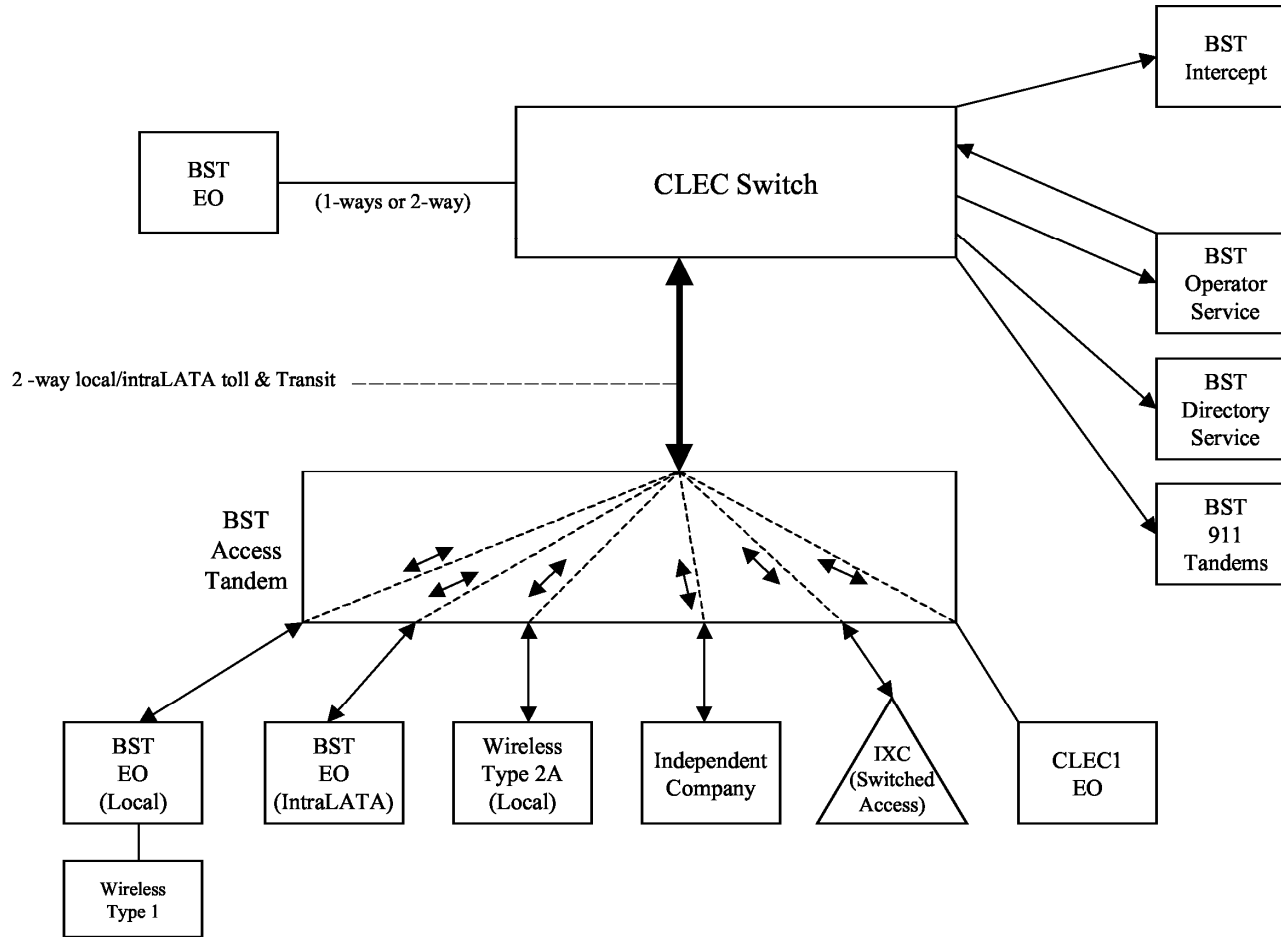
Exhibit C



Two-Way Architecture



Supergroup Architecture



Attachment 4

Physical Collocation

BELLSOUTH PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when SouthEast is occupying the Collocation Space as a sole occupant or as a Host within a Premises location pursuant to Section 4. This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.

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

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

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

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

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

1.4 Use of Space. SouthEast shall use the Collocation Space for the purposes of

installing, maintaining and operating SouthEast's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, SouthEast may, at its option, place SouthEast-owned fiber entrance facilities to the Collocation Space. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

- 1.5 Rates and Charges. SouthEast agrees to pay the rates and charges identified in Exhibit A attached hereto. Rates marked with an asterisk are interim and subject to true-up pursuant to Section 7.11.
- 1.6 Due Dates. If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.

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

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1 Space Notification

- 2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit SouthEast to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons.
 - 2.1.1 Availability Notification. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify SouthEast of the amount of space that is available.

2.2 Reporting. Upon request from SouthEast, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

- 2.2.1 The request from SouthEast for a Space Availability Report must be written and must include the Premises and Common Language Location Identification ("CLLI") code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.
- 2.2.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify SouthEast and inform SouthEast of the time frame under which it can respond.

Deleted: 2.1.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify SouthEast of the amount of space that is available.

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

2.3 Denial of Application. After notifying SouthEast that BellSouth has no available space in the requested Premises (“Denial of Application”), BellSouth will allow SouthEast, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.

Deleted: 2.2.2.1 In Mississippi, BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify SouthEast and inform SouthEast of the time frame under which it can respond. ¶

2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth’s affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit SouthEast to inspect any floor plans or diagrams that BellSouth provides to the Commission.

Deleted: 2.3.1 Denial of Application. In Mississippi, after notifying SouthEast that BellSouth has no available space in the requested Premises (“Denial of Application”), BellSouth will allow SouthEast, upon request, to tour the entire Premises within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Premises must be received by BellSouth within five (5) business days of the Denial of Application. ¶

2.5 Waiting List. Unless otherwise specified, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. SouthEast must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) of such notification or notify BellSouth in writing within that time that SouthEast wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If SouthEast does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove SouthEast from the waiting list. Upon request, BellSouth will advise SouthEast as to its position on the list.

2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days) of the Denial of Application due to Space Exhaust. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

Deleted: 2.5.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. ¶

1
2.7 Regulatory Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals applicable to SouthEast that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof. **3. Collocation Options**

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3.1 Cageless. BellSouth shall allow SouthEast to collocate SouthEast’s equipment and facilities without requiring the construction of a cage or similar structure. BellSouth

shall allow SouthEast to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where SouthEast's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, SouthEast must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6 following.

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

- 3.3 When SouthEast subcontracts the construction, SouthEast must arrange with a BellSouth Certified Contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation and at SouthEast's sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, SouthEast and SouthEast's BellSouth Certified Contractor must comply with the more stringent local building code requirements. SouthEast's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with SouthEast and provide, at SouthEast's expense, the documentation, including architectural drawings, necessary for SouthEast to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to SouthEast the costs of providing the documentation. The BellSouth Certified Contractor shall bill SouthEast directly for all work performed for SouthEast pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. SouthEast must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access SouthEast's locked enclosure prior to notifying SouthEast.

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

(7) calendar days at SouthEast's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

- 3.4 Shared (Subleased) Caged Collocation. SouthEast may allow other telecommunications carriers to share SouthEast's caged collocation arrangement pursuant to terms and conditions agreed to by SouthEast ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. SouthEast shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, ten (10) business days) of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by SouthEast 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 SouthEast.
- 3.4.1 SouthEast, as the host CLEC shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall prorate the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, SouthEast shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this Application is not the initial Application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.
- 3.4.2 SouthEast 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 SouthEast's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.5 Adjacent Collocation. BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation space within the Premises is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by SouthEast and in conformance with BellSouth's design and construction specifications. Further, SouthEast shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Adjacent Arrangement.
- 3.5.1 Should SouthEast elect such option, SouthEast must arrange with a BellSouth Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications

more stringent than BellSouth's standard specification, SouthEast and SouthEast's BellSouth Certified Contractor must comply with the more stringent local building code requirements. SouthEast's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. SouthEast's BellSouth Certified Contractor shall bill SouthEast directly for all work performed for SouthEast pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. SouthEast must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access SouthEast's locked enclosure prior to notifying SouthEast.

3.5.2 SouthEast must submit its plans and specifications to BellSouth with its Firm Order. BellSouth may elect to review SouthEast's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. If BellSouth reviews SouthEast's plans and specifications prior to construction, then BellSouth will have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review SouthEast's plans and specifications prior to construction, SouthEast will be entitled to request BellSouth to review; and in the event SouthEast does not request a BellSouth review, BellSouth shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require SouthEast to remove or correct within seven (7) calendar days at SouthEast's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications

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

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

2 **Occupancy**

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

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

- 4.3 Termination of Occupancy. In addition to any other provisions addressing Termination of Occupancy in this Attachment, Termination of Occupancy may occur in the following circumstances:
- 4.3.1 SouthEast may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy.
- 4.3.2 Upon termination of such occupancy, SouthEast at its expense shall remove its equipment and other property from the Collocation Space. SouthEast shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of SouthEast's Guests, unless CLEC's guest has assumed responsibility for the collocation space housing the guest equipment and executed the documentation required by BellSouth prior to such removal date. SouthEast shall continue payment of monthly fees to BellSouth until such date as SouthEast has fully vacated the Collocation Space. Should SouthEast or SouthEast's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of SouthEast or SouthEast's Guest at SouthEast's expense and with no liability for damage or injury to SouthEast or SouthEast's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of SouthEast's right to occupy Collocation Space, SouthEast shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by SouthEast except for ordinary wear and tear, unless otherwise agreed to by the Parties. SouthEast shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

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

an application for terminations that exceed the total capacity of the collocated equipment, SouthEast will be informed of the discrepancy and will be required to submit a revision to the application.

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

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

- 5.4 SouthEast's Equipment and Facilities. SouthEast, or if required by this Attachment, SouthEast's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by SouthEast which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. SouthEast and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.5 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to SouthEast at least 48 hours before access to the Collocation Space is required. SouthEast may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that SouthEast will not bear any of the expense associated with this work.
- 5.6 Access. Pursuant to Section 11, SouthEast shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. SouthEast agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of SouthEast or SouthEast's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by SouthEast and returned to BellSouth Access Management within 15 calendar days of SouthEast's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. SouthEast agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of SouthEast employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with SouthEast or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.6.1 Lost or Stolen Access Keys. SouthEast shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), SouthEast shall pay for all

reasonable costs associated with the re-keying or deactivating the card.

- 5.7 Interference or Impairment. Notwithstanding any other provisions of this Attachment, SouthEast shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of SouthEast violates the provisions of this paragraph, BellSouth shall give written notice to SouthEast, which notice shall direct SouthEast to cure the violation within forty-eight (48) hours of SouthEast's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.7.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if SouthEast fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to SouthEast's equipment. BellSouth will endeavor, but is not required, to provide notice to SouthEast prior to taking such action and shall have no liability to SouthEast for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.7.2 For purposes of this Section 5.7, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and SouthEast fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to SouthEast or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, SouthEast shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.8 Personalty and its Removal. Facilities and equipment placed by SouthEast in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as

personal property and may be removed by SouthEast at any time. Any damage caused to the Collocation Space by SouthEast's employees, agents or representatives during the removal of such property shall be promptly repaired by SouthEast at its expense.

5.9 Alterations. In no case shall SouthEast or any person acting on behalf of SouthEast make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by SouthEast. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and Subsequent Application Fee, pursuant to subsection 6.2.2.

1 Janitorial Service. SouthEast shall be responsible for the general upkeep of the Collocation Space. SouthEast shall arrange directly with a BellSouth Certified Contractor for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

2 Ordering and Preparation of Collocation Space

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

6.2 Application for Space. SouthEast shall submit an application document when SouthEast or SouthEast's Guest(s), as defined in Section 3.4, desires to request or modify the use of the Collocation Space.

6.2.1 Initial Application. For SouthEast or SouthEast's Guest(s) initial equipment placement, SouthEast shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in SouthEast's Collocation Space(s) and an estimate of the amount of square footage required.

6.2.2 Subsequent Application. In the event SouthEast or SouthEast's Guest(s) desires to modify the use of the Collocation Space ("Augmentation"), SouthEast shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). The minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by SouthEast in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc. The fee paid by SouthEast for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to SouthEast. The fee for an Application where the modification

requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. If the modification requires capital expenditure assessment, a full Application Fee shall apply. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by SouthEast within 30 calendar days following SouthEast's receipt of a bill or invoice from BellSouth. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.

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

6.4. Application Modifications (Kentucky) If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of SouthEast or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate SouthEast's Bona Fide Application as a result of changes requested by SouthEast to CLEC's original Application, then BellSouth will charge SouthEast a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require SouthEast to resubmit the Application with an Application Fee.

6.5. Bona Fide Firm Order (Kentucky) SouthEast shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when SouthEast has completed the Application/Inquiry process described in Section 6.2, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to SouthEast's Bona Fide Application or the Application will expire.

6.5.1 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a

Deleted: 6.3 . Application Response. In Alabama, North Carolina, and Tennessee, in addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. Sufficient detail will be provided to permit SouthEast a reasonable opportunity to correct each deficiency. SouthEast must correct any deficiencies in its Application and resubmit a Bona Fide Application within ten (10) calendar days of being notified of the deficiencies in the original Application. If SouthEast fails to resubmit its Application as Bona Fide within this ten (10) day period, SouthEast will lose its place in the collocation queue. When space has been determined to be available, BellSouth will provide a written response ("Application Response"), which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. ¶

6.3.1 . Application Response. Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, the following will apply. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records [... [24]

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Deleted: 6.3.5 . Application Response (Louisiana). In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona [... [25]

Deleted: 6.4.2 . Application Modifications (Florida). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Cu [... [26]

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Deleted: 6.4.4 . Application Modifications (Mississippi). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modificati[... [27]

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Bona Fide Firm Order. BellSouth will acknowledge the receipt of SouthEast's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

6.5.2 BellSouth will permit one accompanied site visit to SouthEast's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to SouthEast.

6.5.3 SouthEast must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date SouthEast desires access to the Collocation Space. SouthEast may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event SouthEast desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit SouthEast to access the Collocation Space, accompanied by a security escort at SouthEast's expense. SouthEast must request escorted access at least three (3) business days prior to the date such access is desired.

6.6 Construction and Provisioning Interval (Kentucky). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within 130 calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

6.7 Joint Planning. Joint planning between BellSouth and SouthEast will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to SouthEast during joint planning.

6.8 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

6.9 Acceptance Walk Through. SouthEast will contact BellSouth within seven (7) days of collocation space being ready to schedule an acceptance walk through of each Collocation Space requested from BellSouth by SouthEast. BellSouth will correct any

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6.6.2 . Construction and Provisioning Interval (Georgia). BellSouth will use best efforts to complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will use best efforts to complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order and 90 calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined { ... [28]

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Deleted: 6.6.6 . Construction and Provisioning Interval (South Carolina). BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order. ¶

deviations to SouthEast's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.

- 6.10 Use of BellSouth Certified Supplier. SouthEast shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. SouthEast and SouthEast's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, SouthEast must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide SouthEast with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing SouthEast's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and SouthEast upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill SouthEast directly for all work performed for SouthEast pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying SouthEast or any supplier proposed by SouthEast. All work performed by or for SouthEast shall conform to generally accepted industry guidelines and standards.
- 6.11 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. SouthEast shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service SouthEast's Collocation Space. Upon request, BellSouth will provide SouthEast with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by SouthEast. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party.
- 6.12 Basic Telephone Service. Upon request of SouthEast, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.
- 6.13 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and that physical Collocation Space has subsequently become available, SouthEast may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by SouthEast, such information will be provided to SouthEast in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to SouthEast within 180 calendar days of BellSouth's written denial of SouthEast's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) SouthEast was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then SouthEast may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. SouthEast must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to

its physical Collocation Space and will bear the cost of such relocation.

6.14 Cancellation. If, at anytime prior to space acceptance, SouthEast cancels its order for the Collocation Space(s), SouthEast will reimburse BellSouth in the following manner: BellSouth will ascertain how far preparation work has progressed. SouthEast will be billed the applicable non recurring rate for any and all work processes for which work has begun.

6.15 Licenses. SouthEast, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

6.16 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto. 7. Rates and Charges

7.1 BellSouth shall assess an Application Fee via a service order which shall be issued at the time BellSouth responds that space is available pursuant to section 2.1. Payment of said Application Fee will be due as dictated by SouthEast's current billing cycle and is non-refundable.

7.2 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 and per cage for caged collocation. SouthEast shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date SouthEast first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event SouthEast opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to SouthEast as prescribed in Section 7.7.

7.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.

7.4 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, SouthEast shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, SouthEast 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 SouthEast's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, SouthEast shall be required to request an amount of floor space sufficient to accommodate the total

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7.5 Space Preparation Fee in North Carolina. In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal -48V DC ampere requirements specified by SouthEast on the Bona Fide Application. The space preparation charges apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date SouthEast first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event SouthEast opts for cageless space, the space preparation fees will be assessed based on the total floor ... [29]

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equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date SouthEast first occupies the Collocation Space, whichever is sooner.

7.5. Power. BellSouth shall make available -48 Volt (-48V) DC power for SouthEast's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at SouthEast's option within the Premises. Deleted: 8

7.5.1. Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to SouthEast's equipment or space enclosure. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by SouthEast's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by SouthEast's BellSouth Certified power Supplier. SouthEast is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to SouthEast's equipment. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by SouthEast must provide BellSouth a copy of the engineering power specification prior to the day on which SouthEast's equipment becomes operational ("Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and SouthEast's arrangement area. SouthEast shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within SouthEast's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. SouthEast shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling. Deleted: 8

7.5.2. If BellSouth has not previously invested in power plant capacity for collocation at a specific site, SouthEast has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of SouthEast's dedicated power plant results in construction of a new power plant room, upon termination of SouthEast's right to occupy collocation space at such site, SouthEast shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Deleted: 8

7.5.3. If SouthEast elects to install its own DC Power Plant, BellSouth shall provide AC power to feed SouthEast's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by SouthEast's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. SouthEast's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis. At SouthEast's option, SouthEast may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power. Deleted: 8

7.6. Security Escort. A security escort will be required whenever SouthEast or its approved Deleted: 9

agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 6.6.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit A beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and SouthEast shall pay for such half-hour charges in the event SouthEast fails to show up.

7.7 Cable Record charges. These charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

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7.8 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due as dictated by SouthEast's current billing cycle. SouthEast will pay a late payment charge as specified in the current State Tariff.

Deleted: 7.11 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "trueup" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, SouthEast shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to SouthEast. Each Party shall keep its own records upon which a "trueup" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

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8. Insurance

8.1 SouthEast shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

Attachment 4
Page 29

8.2 SouthEast shall maintain the following specific coverage:

8.2.1 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.

8.2.2 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.

8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of SouthEast's real and personal property situated on or within BellSouth's Central Office location(s).

8.2.4 SouthEast may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

8.3 The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to SouthEast to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

8.4 All policies purchased by SouthEast 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 SouthEast's property has been removed from BellSouth's Premises, whichever period is longer. If SouthEast fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from SouthEast.

- 8.5 SouthEast 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. SouthEast shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from SouthEast's insurance company. SouthEast 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

- 8.6 SouthEast must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

- 8.7 Self-Insurance. If SouthEast's net worth exceeds five hundred million dollars (\$500,000,000), SouthEast may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.2. SouthEast shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to SouthEast in the event that self-insurance status is not granted to SouthEast. If BellSouth approves SouthEast for self-insurance, SouthEast shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of SouthEast's corporate officers. The ability to self-insure shall continue so long as the SouthEast meets all of the requirements of this Section. If the SouthEast subsequently no longer satisfies this Section, SouthEast is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.2.

- 8.8 The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to SouthEast to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

8.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

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9 **Mechanics Liens**

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- 9.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or SouthEast), 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.

10. Inspections

10.1 BellSouth may conduct an inspection of SouthEast's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between SouthEast's equipment and equipment of BellSouth. BellSouth may conduct an inspection if SouthEast adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide SouthEast with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

11. Security and Safety Requirements

11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.4, preceding, or authorized agents of SouthEast will be permitted in the BellSouth Premises. SouthEast shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the SouthEast name. BellSouth reserves the right to remove from its premises any employee of SouthEast not possessing identification issued by SouthEast or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. SouthEast shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. SouthEast shall be solely responsible for ensuring that any Guest of SouthEast is in compliance with all subsections of this Section 11.

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

11.1.2 SouthEast will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by

BellSouth.

- 11.1.3 SouthEast shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. SouthEast 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 SouthEast personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that SouthEast chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, SouthEast 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).
- 11.1.4 SouthEast shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 11.1.5 SouthEast shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 11.1.6 For each SouthEast employee requiring access to a BellSouth Premises pursuant to this Attachment, SouthEast shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, SouthEast will disclose the nature of the convictions to BellSouth at that time. In the alternative, SouthEast 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.
- 11.1.7 At BellSouth's request, SouthEast shall promptly remove from BellSouth's Premises any employee of SouthEast BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of SouthEast is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 11.2 Notification to BellSouth. BellSouth reserves the right to interview SouthEast's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to SouthEast's Security contact of such interview. SouthEast and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving SouthEast's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill SouthEast for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that SouthEast's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill SouthEast for BellSouth property which is stolen or damaged where an investigation determines the culpability of

SouthEast's employees, agents, or contractors and where SouthEast agrees, in good faith, with the results of such investigation. SouthEast shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. SouthEast shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

1 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.

12. Destruction of Collocation Space

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12.1 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 SouthEast's permitted use hereunder, then either Party may elect within ten (10) business 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 SouthEast'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 SouthEast, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. SouthEast may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If SouthEast's acceleration of the project increases the cost of the project, then those additional charges will be incurred by SouthEast. Where allowed and where practical, SouthEast may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, SouthEast shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for SouthEast's permitted use, until such Collocation Space is fully repaired and restored and SouthEast's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where SouthEast has placed an Adjacent Arrangement

pursuant to Section 3.5, SouthEast 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.

13. Eminent Domain

13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and SouthEast 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) business days after such taking.

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14. Nonexclusivity

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14.1 SouthEast 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.

Attachment 4 - Rates
Page 35

Deleted: Rates marked with an asterisk (*) are interim and are subject to true-up ¶
EXHIBIT A:
BELL SOUTH/SouthEast RATES – ALABAMA
PHYSICAL COLLOCATION
¶
USOC

... [30]

Attachment 4
2. Exhibit A - BellSouth/SouthEast Rates – Kentucky

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[Attachment: 4](#)

RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	
					Rec	Nonrecurring		Nonrecurring Disconnect		
						First	Add'l	First		Add'l
PHYSICAL COLLOCATION										
Physical Collocation - Application Fee - Initial			CLO	PE1BA	3,773.54	3,773.54	1.01	1.01		
Physical Collocation - Application Fee - Subsequent			CLO	PE1CA	3,145.35	3,145.35	1.01	1.01		
Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SI	1,206.07	1,206.07				
Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.32					
Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	3.26					
Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	110.57					

Physical Collocation - Cable Installation		CLO	PE1BD	1,729.11		45.16		
Physical Collocation - Floor Space per Sq. Ft.		CLO	PE1PJ	7.99				
Physical Collocation - Cable Support Structure		CLO	PE1PM	19.86				
Physical Collocation - Power -48V DC Power, per Fused Amp		CLO	PE1PL	8.06				
Physical Collocation - Power Reduction, Application Fee	I	CLO	PE1PR	399.50				
Physical Collocation - 120V, Single Phase Standby Power Rate		CLO	PE1FB	5.44				
Physical Collocation - 240V, Single Phase Standby Power Rate		CLO	PE1FD	10.88				
Physical Collocation - 120V, Three Phase Standby Power Rate		CLO	PE1FE	16.32				
Physical Collocation - 277V, Three Phase Standby Power Rate		CLO	PE1FG	37.68				
Physical Collocation - 2-Wire Cross-Connects		UEANL,UEA,U DN,UD	PE1P2	0.0333	24.68	23.68	12.14	10.95
Physical Collocation - 4-Wire Cross-Connects		CLO	PE1P4	0.0665	24.88	23.82	12.77	11.46
Physical Collocation - DS1 Cross-Connects		CLO,UEANL,U EQ,WD	PE1P1	1.48	44.23	31.98	12.81	11.57
Physical Collocation - DS3 Cross-Connects		CLO	PE1P3	18.89	41.93	30.51	14.75	11.83
Physical Collocation - 2-Fiber Cross-Connect		CLO	PE1F2	3.75	41.93	30.51	14.76	11.84

Physical Collocation - 4-Fiber Cross-Connect	CLO	PEIF4	<u>6.65</u>	<u>51.29</u>	<u>39.87</u>	<u>19.41</u>	<u>16.49</u>
Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	CLO	PEIBW	<u>184.97</u>				
Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	CLO	PEICW	<u>18.14</u>				
Physical Collocation - Security Access System - Security System per Central Office	CLO	PEIAX	<u>76.10</u>				
Physical Collocation - Security Access System - New Access Card Activation, per Card	CLO	PEIA1	<u>0.058</u>	<u>55.79</u>	<u>55.79</u>		
Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card	CLO	PEIAA		<u>15.64</u>	<u>15.64</u>		
Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card	CLO	PEIAR		<u>45.74</u>	<u>45.74</u>		
Physical Collocation - Security Access - Initial Key, per Key	CLO	PEIAK		<u>26.29</u>	<u>26.29</u>		
Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key	CLO	PEIAL		<u>26.29</u>	<u>26.29</u>		
Physical Collocation - Space Availability Report per premises	CLO	PEISR		<u>2,158.67</u>	<u>2,158.67</u>		
POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect	<u>UEANL,UEA,U</u> <u>DN,UD</u>	PEIPE	<u>0.113</u>				
POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect	<u>UEANL,UEA,U</u> <u>DN,UD</u>	PEIPF	<u>0.23</u>				
POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect	<u>UEANL,UEA,U</u> <u>DN,UD</u>	PEIPG	<u>1.6</u>				
POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect	<u>UEANL,UEA,U</u> <u>DN,UD</u>	PEIPH	<u>14.23</u>				

POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect	UEANL,UEA,UDN,UD	PE1B2	48.57				
POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect	UEANL,UEA,UDN,UD	PE1B4	65.5				
Collocation Cable Records - per request	CLO	PE1CR	1,524.45	980.01	267.02		
Collocation Cable Records - VG/DS0 Cable, per cable record	CLO	PE1CD	656.37		379.70		
Collocation Cable Records - VG/DS0 Cable, per each 100 pair	CLO	PE1CO	9.65	9.65	11.84	11.84	
Collocation Cable Records - DS1, per T1TIE	CLO	PE1C1	4.52	4.52	5.54	5.54	
Collocation Cable Records - DS3, per T3TIE	CLO	PE1C3	15.81	15.81	19.39	19.39	
Collocation Cable Records - Fiber Cable, per 99 fiber records	CLO	PE1CB	169.63	169.63	154.85	154.85	
Physical Collocation - Security Escort - Basic, per Half Hour	CLO,CLORS	PE1BT	33.98	21.53			
Physical Collocation - Security Escort - Overtime, per Half Hour	CLO,CLORS	PE1OT	44.26	27.81			
Physical Collocation - Security Escort - Premium, per Half Hour	CLO,CLORS	PE1PT	54.54	34.09			
Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.	CLO	PE1ES	0.003				
Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.	CLO	PE1DS	0.0045				
Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application	CLO	PE1DT	535.55				

ADJACENT COLLOCATION

Adjacent Collocation - Space Charge per Sq. Ft.	CLOAC	PEIJA	0.0173					
Adjacent Collocation - Electrical Facility Charge per Linear Ft.	CLOAC	PEIJC	5.35					
Adjacent Collocation - 2-Wire Cross-Connects	CLOAC	PEIP2	0.0258	24.68	23.68	12.14	10.95	
Adjacent Collocation - 4-Wire Cross-Connects	UEA,UHL,UDL, UCL,C	PEIP4	0.0515	24.88	23.82	12.77	11.46	
Adjacent Collocation - DS1 Cross-Connects	USL,CLOAC	PEIP1	1.37	44.23	31.98	12.81	11.57	
Adjacent Collocation - DS3 Cross-Connects	CLOAC	PEIP3	18.61	41.93	30.51	14.75	11.83	
Adjacent Collocation - 2-Fiber Cross-Connect	CLOAC	PEIF2	3.15	41.93	30.51	14.76	11.84	
Adjacent Collocation - 4-Fiber Cross-Connect	CLOAC	PEIF4	6.02	51.29	39.87	19.41	16.49	
Adjacent Collocation - Application Fee	CLOAC	PEIJB		3,165.50		1.01		
Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp	CLOAC	PEIFB	5.44					
Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp	CLOAC	PEIFD	10.88					
Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp	CLOAC	PEIFE	16.32					
Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp	CLOAC	PEIFG	37.68					

PHYSICAL COLLOCATION IN THE REMOTE SITE

<u>Physical Collocation in the Remote Site - Application Fee</u>	<u>CLORS</u>	<u>PEIRA</u>	<u>617.78</u>	<u>338.89</u>
<u>Cabinet Space in the Remote Site per Bay/ Rack</u>	<u>CLORS</u>	<u>PEIRB</u>	<u>219.67</u>	
<u>Physical Collocation in the Remote Site - Security Access - Key</u>	<u>CLORS</u>	<u>PEIRD</u>	<u>26.29</u>	
<u>Physical Collocation in the Remote Site - Space Availability Report per Premises Requested</u>	<u>CLORS</u>	<u>PEISR</u>	<u>232.64</u>	
<u>Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested</u>	<u>CLORS</u>	<u>PEIRE</u>	<u>75.40</u>	
<u>Remote Site DLEC Data (BRSD), per Compact Disk, per CO</u>	<u>CLORS</u>	<u>PEIRR</u>	<u>233.42</u>	

PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT

<u>Remote Site-Adjacent Collocation - AC Power, per breaker amp</u>	<u>CLORS</u>	<u>PEIRS</u>	<u>6.27</u>	
<u>Remote Site-Adjacent Collocation - Real Estate, per square foot</u>	<u>CLORS</u>	<u>PEIRT</u>	<u>0.134</u>	
<u>Remote Site-Adjacent Collocation-Application Fee</u>	<u>CLORS</u>	<u>PEIRU</u>	<u>755.62</u>	<u>755.62</u>

EXHIBIT B**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 SouthEast 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 SouthEast shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. SouthEast should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 **Practices/Procedures.** BellSouth may make available additional environmental control procedures for SouthEast 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 contractors of BellSouth for environmental protection. SouthEast will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.
- 1.4 **Environmental and Safety Inspections.** BellSouth reserves the right to inspect the SouthEast space with proper notification. BellSouth reserves the right to stop any SouthEast work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 **Hazardous Materials Brought On Site.** Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by SouthEast are owned by SouthEast. SouthEast 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 SouthEast or

different hazardous materials used by SouthEast at BellSouth Facility. SouthEast must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by SouthEast to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and SouthEast 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 SouthEast will develop a cost sharing procedure. If BellSouth’s permit or EPA identification number must be used, SouthEast 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 SouthEast 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, contractors, or employees concerning its operations at the Facility.

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2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

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

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL

ENVIRONMENTAL

ADDRESSED BY THE

CATEGORIES

ISSUES

**FOLLOWING
DOCUMENTATION**

Disposal of hazardous material Compliance with all applicable

- Std T&C 450

<p>or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)</p>	<p>local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor</p>	<ul style="list-style-type: none"> • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
<p>Emergency response</p>	<p>Hazmat/waste release/spill firesafety emergency</p>	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Premises)
<p>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)</p>	<p>Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance</p>	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B • (Contact E/S for copy of appropriate E/S M&Ps.) • Std T&C 660
<p>Transportation of hazardous material</p>	<p>Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
<p>Maintenance/operations work which may produce a waste Other maintenance work</p>	<p>Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment</p>	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
<p>Janitorial services</p>	<p>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</p>	<ul style="list-style-type: none"> • P&SM Manager Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3

	equipment	• BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet 14050 • BSP 620-145-01 IPR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	• GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

ATTACHMENT 4

EXHIBIT C: BELLSOUTH/SOUTHEAST TELEPHONE NON-FIBER INTERCONNECTION

EXHIBIT C: BELLSOUTH/SOUTHEAST TELEPHONE NON-FIBER INTERCONNECTION KENTUCKY

1 After considering all relevant factors, the Federal Communications Commission promulgated rules for Expanded Interconnection granting to the Kentucky Public Service Commission the authority to order the use of media other than fiber to effectuate interconnection between ILECs and CLECs. The Kentucky Public Service Commission has determined that it will exercise this authority regarding interconnection in "rural wire centers" (as defined below) located in the Commonwealth on grounds that such non-fiber interconnection is both technically feasible and not contrary to the public interest.

2 A "rural wire center" is defined as a wire center located in an area in which (1) there is no incorporated governmental unit with a population in excess of 50,000 persons, and (2) the Local Exchange Carrier has fewer than 100,000 access lines in the calling area.

3 Under special circumstances, of which BellSouth and SouthEast Telephone will determine, BellSouth shall be able to declare any wire center in Kentucky as non-rural.

4 The BellSouth Collocation Handbook and any Interconnection arrangement existing between BellSouth and SouthEast Telephone shall determine the details of a collocation arrangement between the parties. Notwithstanding the foregoing, SouthEast may utilize the media authorized by the Kentucky Public Service Commission for interconnection at SouthEast collocation arrangements in BellSouth rural wire centers in Kentucky.

5 SouthEast Telephone shall be authorized to use non-fiber media for interconnection at SouthEast Telephone collocation arrangements provided the following criteria is met:

A. SouthEast Telephone shall make a written request to BellSouth for interconnection at SouthEast Telephone collocation arrangements using other than fiber media, which request shall include:

(1) a description of the specific location of the subject wire center and a statement that such wire center is a rural wire center as defined above;

(2) a statement of the type of media other than fiber desired to be used as the interconnection medium;

(3) a reasonable estimate of the duration of the non-fiber interconnection at such wire center including an estimated date for the removal of the non-fiber interconnection arrangement.

B. Within ten (10) business days of receipt of SouthEast Telephone's written request, BellSouth shall review said written request and make written response to SouthEast Telephone stating:

(1) the availability of capacity in riser and conduit at the subject wire center, taking into consideration and noting if applicable:

(a) the necessity of constructing new riser or conduit and a good faith estimate of the cost of same;

(b) the possibility of clearing unused, cut cable from existing riser and conduit

as an alternative to construction of new riser or conduit and a good faith estimate of the cost of the same;

(c) the prior receipt from competing CLECs of requests for non-fiber

EXHIBIT C: BELLSOUTH/SOUTHEAST TELEPHONE NON-FIBER INTERCONNECTION – KENTUCKY

interconnection at the same wire center;

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- (2) whether any significant technical obstacles will make non-fiber interconnection impossible.

C. SouthEast Telephone's written request and Bellsouth's written response shall be submitted to the staff of the Kentucky Public Service Commission.

D. If there is sufficient riser and conduit capacity and no insurmountable technical obstacles prohibit the non-fiber interconnection, the Kentucky Public Service Commission shall approve the non-fiber interconnection and issue an order authorizing the parties to proceed within thirty (30) days from receipt of the request and response.

6. If SouthEast Telephone desires to extend the non-fiber interconnection beyond the date set forth in the request as required by section 4.A.(3) above, or if the capacity of the non-fiber interconnection is exhausted prior to the estimated termination date, an extension or expansion of the interconnection shall be authorized as follows:

A. SouthEast Telephone shall make a written request to BellSouth setting forth:

(1) a revised reasonable estimate of the duration of the non-fiber interconnection and the revised estimated date for the removal of the non-fiber interconnection arrangement;

(2) a brief explanation for the extension request.

B. BellSouth may approve the request set forth in section 5.A. by transmitting to SouthEast Telephone a written acceptance within ten (10) business days of receipt of such request. Such approval shall not be unreasonably withheld.

C. The request shall be deemed accepted by BellSouth on the tenth (10th) business day following receipt of the request set forth in section 5.A., unless prior to the close of business on said tenth (10th) business day SouthEast Telephone receives a written denial of the extension. The BellSouth response shall set forth the reason for the denial.

E. Within ten (10) business days of receipt of any written denial as set forth in section 5.C., SouthEast Telephone shall either:

(1) remove the media connection; or

(2) appeal BellSouth's denial to the Kentucky Public Service Commission and request an Order authorizing the extension.

BellSouth Remote Site Collocation

Attachment 4 -RS Page 1

Remote Site Physical Collocation

BellSouth Remote Site Collocation

Attachment 4 -RS
Page 2

BELLSOUTH

REMOTE SITE PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when SouthEast is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location pursuant to Section 4.

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

1.2 Right to occupy. BellSouth shall offer to SouthEast Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission (“FCC”). Subject to the rates, terms, and conditions of this Attachment, BellSouth hereby grants to SouthEast a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by SouthEast and agreed to by BellSouth (hereinafter “Remote Collocation Space”). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for other BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for Remote Site collocation at BellSouth remote locations other than those specified above.

1.2.1 The size specified by SouthEast may contemplate a request for space sufficient to accommodate SouthEast’s growth within a two year period. Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth above.

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1.3 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special BellSouth Remote Site Collocation

Deleted: 1.2.2. In the state of Florida, the size specified by SouthEast may contemplate a request for space sufficient to accommodate SouthEast’s growth within an eighteen (18) month period. ¶

Attachment 4 -RS
Page 3

considerations and intervals may apply in addition to the terms and conditions of this Agreement. Additionally, where BellSouth notifies SouthEast that BellSouth’s agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon SouthEast’s request, BellSouth will use its best efforts to obtain the owner’s consent and to otherwise secure such rights for SouthEast. SouthEast agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for SouthEast. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Agreement and BellSouth, despite its best efforts, is unable to secure such access and use rights for SouthEast as above, SouthEast shall be responsible for obtaining such permission to access and use such property . BellSouth shall cooperate with SouthEast in obtaining such permission.

1.4 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any vacant space in the Remote Site Location. SouthEast will be responsible for any justification of vacant space within its Remote Collocation Space, if such justification is required by the appropriate state commission.

1.5 Use of Space. SouthEast shall use the Remote Collocation Space for the purposes of installing, maintaining and operating SouthEast’s equipment (to include testing and monitoring equipment) necessary, for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of

telecommunications services. The Remote Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.6 Rates and charges. SouthEast agrees to pay the rates and charges identified in Exhibit A attached hereto.

1 Due Dates. If any due date contained in this Attachment falls on a weekend or holiday, then the due date will be the next business day thereafter.

2 Space Notification

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2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit SouthEast to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 6.5 shall apply, or BellSouth may elect to deny space in accordance with this section in which case virtual or adjacent

BellSouth Remote Site Collocation

Attachment 4 -RS
Page 4

collocation options may be available. If the amount of space requested is not available, BellSouth will notify SouthEast of the amount that is available.

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

2.3 Reporting. Upon request from SouthEast, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.3.1 The request from SouthEast for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving central office. Such information regarding the CLLI code for the serving central offices located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If SouthEast is unable to obtain the CLLI code, from for example a site visit to the remote site, SouthEast may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, SouthEast should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. SouthEast should complete all the requested information and submit the Request with the applicable fee to BellSouth.

BellSouth Remote Site Collocation

Deleted: 2.2.1 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. If the amount of space requested is not available, BellSouth will notify SouthEast of the amount that is available.

Deleted: 2.2.2 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify SouthEast of the amount of space that is available. ¶
2.2.3 BellSouth will respond to a Mississippi Application within ten (10) business days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify SouthEast of the amount of space that is available. ¶

2.3.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. This interval excludes national holidays. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify SouthEast and inform SouthEast of the time frame under which it can respond.

2.2.3 Remote Terminal Information. Upon request from SouthEast, BellSouth will provide SouthEast with the following information concerning BellSouth's remote terminals: (i) the E911 address of the remote terminal; (ii) latitude and longitude of the remote terminal; (iii) access to maps showing all remote terminals and central offices within a given county; (iv) the CLLI code of the remote terminal; (v) the carrier serving area of the remote terminal; (vi) the designation of which remote terminals subtend a particular central office; and (vii) the number and address of customers that are served by the particular remote terminal.

2.2.3.1 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a SouthEast request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by SouthEast, up to a maximum of thirty (30) wire centers per SouthEast request per month per state, and up to a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) SouthEast agrees to pay the costs incurred by BellSouth in providing the information.

2.4 Denial of Application. After notifying SouthEast that BellSouth has no available space in the requested Remote Site Location ("Denial of Application"), BellSouth will allow SouthEast, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. This interval excludes national holidays. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.

2.5 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit SouthEast to inspect any plans or diagrams that BellSouth provides to the Commission.

BellSouth Remote Site Collocation

2.6 Waiting List. Unless otherwise specified, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a

Deleted: 2.3.3 In Mississippi, BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify SouthEast and inform SouthEast of the time frame under which it can respond. ¶

Deleted: 2.4.1 Denial of Application. In Mississippi, after notifying SouthEast that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow SouthEast, upon request, to tour the Remote Site Location within ten (10) business days of such Denial of Application. In order to schedule said tour within ten ¶ (10) business days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) business days of the Denial of Application. ¶

waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. SouthEast must submit an updated, complete, and correct Application to BellSouth within 30 calendar days or notify BellSouth in writing that SouthEast wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If SouthEast does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove SouthEast from the waiting list. Upon request, BellSouth will advise SouthEast as to its position on the list.

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2.7 **Public Notification.** BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days) of the Denial of Application date. This interval excludes national holidays. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.6.

Deleted: 2.6.1. In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. ¶

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

BellSouth Remote Site Collocation

Attachment 4 -RS
Page 7

3. Collocation Options

3.1 **Compliance.** The parties agree to comply with all applicable federal, state, county, local and administrative laws, orders, rules, ordinances, regulations, and codes in the performance of their obligations hereunder.

3.2 **Cageless.** BellSouth shall allow SouthEast to collocate SouthEast's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow SouthEast to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments pursuant to Section 6. For equipment requiring special technical considerations, SouthEast must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.8 following. Subject to space availability and technical feasibility, at SouthEast's option, SouthEast may enclose its equipment.

3.3 **Shared (Subleased) Collocation.** SouthEast may allow other telecommunications carriers to share SouthEast's Remote Site collocation arrangement pursuant to terms and conditions agreed to by SouthEast ("Host") and other telecommunications carriers

("Guests") and pursuant to this section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. SouthEast shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by SouthEast that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and SouthEast.

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3.3.1 SouthEast shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In addition to the foregoing, SouthEast shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Exhibit A. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

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BellSouth Remote Site Collocation

Attachment 4 -RS
Page 8

3.3.2 SouthEast 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 SouthEast's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.4 Adjacent Collocation. BellSouth will provide approval for adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") where space within the Remote Site Location is legitimately exhausted, subject to technical feasibility, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property and where permitted by zoning and other applicable state and local regulations. The Remote Site Adjacent Arrangement shall be constructed or procured by SouthEast and in conformance with BellSouth's design and construction specifications. Further, SouthEast shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Remote Site Adjacent Arrangement.

3.4.1 Should SouthEast elect such an option, SouthEast must arrange with a BellSouth Certified Contractor to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, SouthEast and SouthEast's BellSouth Certified Contractor must comply with local building code requirements. SouthEast's BellSouth Certified Contractor shall be responsible for filing

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and receiving any and all necessary zoning, permits and/or licenses for such construction. SouthEast's BellSouth Certified Contractor shall bill SouthEast directly for all work performed for SouthEast pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. SouthEast must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access SouthEast's locked enclosure prior to notifying SouthEast.

3.4.2 BellSouth maintains the right to review SouthEast's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s). BellSouth shall complete its review within fifteen (15) calendar days. BellSouth may inspect the Remote Site Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require SouthEast, at SouthEast's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Remote Site Adjacent Arrangement, within seven (7) calendar days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

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BellSouth Remote Site Collocation

Attachment 4 -RS
Page 9

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

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3.4.4 BellSouth shall allow Shared (Subleased) Caged Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 preceding.

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1 Occupancy

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

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

4.3 Termination. Except where otherwise agreed to by the Parties, SouthEast may terminate occupancy in a particular Remote Collocation Space upon thirty (30) calendar days prior written notice to BellSouth. Upon termination of such occupancy, SouthEast at its

expense shall remove its equipment and other property from the Remote Collocation Space. SouthEast shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of SouthEast's Guests; provided, however, that SouthEast shall continue payment of monthly fees to BellSouth until such date as SouthEast has fully vacated the Remote Collocation Space. Should SouthEast or SouthEast's Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of SouthEast or SouthEast's Guest at SouthEast's expense and with no liability for damage or injury to SouthEast or SouthEast's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy with respect to a Remote Collocation Space, SouthEast shall surrender such Remote Collocation Space to BellSouth in the same condition as when first

BellSouth Remote Site Collocation

Attachment 4 -RS

Page 10

occupied by the SouthEast except for ordinary wear and tear unless otherwise agreed to by the Parties. SouthEast shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of a Remote Site Adjacent Arrangement at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Remote Collocation Space

- 5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.
 - 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR063-CORE, Section 4, Criterion 128, and National Electric Code standards. . Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on SouthEast's failure to comply with this section.
 - 5.1.2 SouthEast shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
 - 5.1.3 SouthEast shall place a plaque or other identification affixed to SouthEast's equipment necessary to identify SouthEast's equipment, including a list of emergency contacts with telephone numbers.
 - 5.1.4 All SouthEast equipment installation shall comply with BellSouth TR 73503-11, Section 8, "Grounding -Engineering Procedures." Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the remote collocation site. All copper conductor pairs, working and non-working, shall be

equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.

- 5.2 Entrance Facilities. SouthEast may elect to place SouthEast-owned or SouthEast-leased entrance facilities into the Remote Collocation Space from SouthEast's point of presence. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space which is physically accessible by both Parties. SouthEast will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of
BellSouth Remote Site Collocation

Attachment 4 -RS
Page 11

sufficient length for splicing by BellSouth. SouthEast must contact BellSouth for instructions prior to placing the entrance facility cable . SouthEast is responsible for maintenance of the entrance facilities.

- 5.2.1 Shared Use. SouthEast may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another SouthEast collocation arrangement within the same BellSouth Remote Site Location.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between SouthEast's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. SouthEast or its agent must perform all required maintenance to SouthEast equipment/facilities on its side of the demarcation point, pursuant to Section 5.8, following
- 5.4 SouthEast's Equipment and Facilities. SouthEast, or if required by this Attachment, SouthEast's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by SouthEast.
- 5.5 BellSouth's Access to Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications
- 5.6 Access. Pursuant to Section 11, SouthEast shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. SouthEast agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of SouthEast or SouthEast's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by SouthEast and returned to BellSouth Access Management within 15 calendar days of SouthEast's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. SouthEast agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of SouthEast employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with SouthEast or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.

5.7 Lost or Stolen Access Keys. SouthEast shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations as a result of a lost Access Key(s) or for failure to
BellSouth Remote Site Collocation

Attachment 4 -RS
Page 12

return an Access Key(s), SouthEast shall pay for all reasonable costs associated with the re-keying.

Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Remote Collocation Space shall not significantly degrade, interfere with or impair service provided by BellSouth or by any other interconnector located in the Remote Site Location; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Remote Collocation Space, or the Remote Site Location; shall not compromise the privacy of any communications carried in, from, or through the Remote Site Location; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of SouthEast violates the provisions of this paragraph, BellSouth shall give written notice to SouthEast, which notice shall direct SouthEast to cure the violation within forty-eight (48) hours of SouthEast's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. 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 SouthEast fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or other interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to SouthEast's equipment. BellSouth will endeavor, but is not required, to provide notice to SouthEast prior to taking such action and shall have no liability to SouthEast for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct. For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and SouthEast fails to take curative action within 48 hours then BellSouth will establish before the Kentucky Public Service Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to SouthEast or, if subsequently necessary, the Kentucky Public Service Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, SouthEast shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption

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BellSouth Remote Site Collocation

that is acceptable for deployment under 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.8 Presence of Facilities. Facilities and equipment placed by SouthEast in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain its status as personality and may be removed by SouthEast at any time. Any damage caused to the Remote Collocation Space by SouthEast's employees, agents or representatives shall be promptly repaired by SouthEast at its expense.

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5.9 Alterations. In no case shall SouthEast or any person acting on behalf of SouthEast make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by SouthEast. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require an Application Fee, pursuant to sub-section 6.2.

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

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1 **Ordering and Preparation of Remote Collocation Space**

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

6.2 Application for Space. SouthEast shall submit a Remote Site Collocation Application when SouthEast or SouthEast's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Remote Collocation Space.

6.3 Initial Application. For SouthEast or SouthEast's Guest(s) equipment placement, SouthEast shall submit to BellSouth an Application. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in SouthEast's Remote Collocation Space(s) in addition to the CLLI code
BellSouth Remote Site Collocation

applicable to that location. Prior to submitting the application, CLLI information can be obtained in the manner set forth in Section 2.3.1.

6.4 Application Fee. BellSouth will assess an Application Fee on a service order which

shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of the Application Fee will be due as dictated by SouthEast's current billing cycle and is non-refundable.

BellSouth Remote Site Collocation

Attachment 4 -RS
Page 16

6.5. Application Response (Kentucky) In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.6. Application Modifications (Kentucky). If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of SouthEast or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate SouthEast's Bona Fide Application as a result of changes requested by SouthEast to SouthEast's original Application, then BellSouth will charge SouthEast a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require SouthEast to resubmit the Application with an Application Fee.

6.7. Bona Fide Firm Order Kentucky. SouthEast shall indicate its intent to proceed with equipment installation in a BellSouth Remote Terminal Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when SouthEast has completed the Application/Inquiry process described in Section 6.3, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to SouthEast's Bona Fide Application or the Application will expire.

6.7.1. BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of SouthEast's Bona

Deleted: 6.5 . Application Response. In Alabama, North Carolina, and Tennessee, In addition to the notice of space availability pursuant to Section 2, BellSouth will respond within ten ¶ (10) calendar days of receipt of an Application stating whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. Sufficient detail will be provided to permit SouthEast a reasonable opportunity to correct each deficiency. SouthEast must correct any deficiencies in its Application and resubmit a Bona Fide Application within ten (10) calendar days of being notified of the deficiencies in the original Application. If SouthEast fails to resubmit its Application as Bona Fide within this ten (10) day period, SouthEast will lose its place in the collocation queue. This interval excludes national holidays. When space has been determined to be available, BellSouth will provide a written response ("Application Response"), which will include the configuration of the space and an estimate of the interval to provide the Remote Collocation Space. ¶
6.5.1 Application Response. Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, the following will apply. In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the iter[... [31]

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Deleted: 6.6 Application Modifications. In Alabama, North Carolina, and Tennessee, if a modification or revision is made to any information in the Bona Fide Ap[... [32]

Deleted: 6.6.3 Application Modifications (Mississippi & Georgia). If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or th[... [33]

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Deleted: 6.7 BonaFideFirm Order. In Alabama, North Carolina, and Tennessee, SouthEast shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location [... [34]

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Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

6.8 BellSouth will permit one accompanied site visit to SouthEast's designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to SouthEast.

6.9 SouthEast must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of 30 calendar days prior to the date SouthEast desires access to the Remote Collocation Space. SouthEast may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event SouthEast desires access to the Collocation Space after submitting such a request but prior to Access being approved, BellSouth shall permit SouthEast to access the Collocation Space, accompanied by a security escort at SouthEast's expense. SouthEast must request escorted access at least three (3) business days prior to the date such access is desired.

6.10 Construction and Provisioning Interval. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within 130 calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

6.11 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, excluding the time interval required to secure the appropriate government licenses and permits or additional public or private rights of way, BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide SouthEast with the estimated completion date in its Response.

6.12 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
BellSouth Remote Site Collocation

~~Deleted: 6.10 . Construction and Provisioning Interval. In Alabama, North Carolina, and Tennessee, BellSouth will complete construction for Remote Site collocation arrangements within a maximum of 90 calendar days from receipt of an Application, or as agreed to by both parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with SouthEast or seek a waiver from this interval from the Commission. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.~~

~~Deleted: 6.10.1 . Construction and Provisioning Interval (Florida). BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion, BellSouth will ¶ BellSouth Remote Site Collocation ¶ Attachment 4 -RS ¶ Page 20 ¶ complete construction for collocation arrangements as soon as possible and within a ¶ maximum of 45 calendar days from receipt of a Bona Fide Firm Order or as agreed to ¶ by the Parties. If BellSouth does not believe that construction will be completed ¶ within the relevant time frame and BellSouth and SouthEast cannot agree upon a ¶ completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an ¶ initial request, and within 30 calendar days for Augmentations, BellSouth may seek an ¶ extension from the Florida PSC. ... [36]~~

~~Deleted: 6.10.4 . Construction and Provisioning Interval (Mississippi). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space ¶ ... [37]~~

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~~Deleted: 6.10.6 . Construction and Provisioning Interval (South Carolina). BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order. ¶~~

- 6.13 Acceptance Walk Through. Upon request, SouthEast will contact BellSouth within seven (7) days of collocation space being ready to schedule an acceptance walk through of each Remote Collocation Space requested from BellSouth by SouthEast. BellSouth will correct any deviations to SouthEast's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 6.14 Use of BellSouth Certified Supplier. SouthEast shall select a supplier that has been approved as a BellSouth Certified Supplier to perform all engineering and installation work required in the Remote Collocation Space per TR 73503 specifications. BellSouth shall provide SouthEast with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing SouthEast's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and SouthEast upon successful completion of installation. The BellSouth Certified Supplier shall bill SouthEast directly for all work performed for SouthEast pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying SouthEast or any supplier proposed by SouthEast. All work performed by or for SouthEast shall conform to generally accepted industry guidelines and standards.
- 6.15 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. SouthEast shall be responsible for placement, monitoring and removal of alarms used to service SouthEast's Remote Collocation Space and for ordering the necessary services therefor. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 6.16 Basic Telephone Service. Upon request of SouthEast, BellSouth will provide basic telephone service to the Remote Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.
- 6.17 Virtual Remote Site Collocation Relocation. BellSouth offers Virtual Collocation pursuant to the terms and conditions set forth in its F.C.C. Tariff No. 1 for Remote Site Collocation locations. The rates shall be the same as provided in this Exhibit A of this agreement. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, SouthEast may purchase 2-wire and 4-wire cross-connects as set forth the service inquiry procedures established for sub loop unbundling as set forth in Attachment 2 of the Interconnection Agreement, and SouthEast may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical
BellSouth Remote Site Collocation

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reasons or space limitations, and that physical Remote Collocation Space has subsequently become available, SouthEast may relocate its virtual Remote Site

collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate non-recurring fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by SouthEast, such information will be provided to SouthEast in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to SouthEast within 180 calendar days of BellSouth's written denial of SouthEast's request for physical collocation, and (ii) SouthEast was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then SouthEast may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. SouthEast must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.

- 6.18 Cancellation. If, at anytime prior to space acceptance, SouthEast cancels its order for the Remote Collocation Space(s), SouthEast will reimburse BellSouth in the following manner: BellSouth will ascertain how far preparation work has progressed. SouthEast will be billed the applicable non recurring rate for any and all work processes for which work has begun.
- 6.19 Licenses. SouthEast, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.

6.20 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

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7. Rates and Charges

- 7.1 Recurring Fees. Recurring fees for space occupancy shall be billed upon space completion or space acceptance, whichever occurs first. Other charges shall be billed upon request for the services. All charges shall be due as dictated by SouthEast's current billing cycle.
- 7.2 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power SouthEast's
BellSouth Remote Site Collocation
- Attachment 4 -RS
Page 24
- equipment. SouthEast shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible
- 7.3 Power. BellSouth shall make available -48 Volt (-48V) DC power for SouthEast's Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at SouthEast's option within the

Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for SouthEast's equipment exceeds the capacity for the rack/bay, then such power requirements shall be assessed on a recurring per amp basis for the individual case.

7.3.1 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by SouthEast's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. SouthEast's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At SouthEast's option, SouthEast may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

7.4 Security Escort. A security escort will be required whenever SouthEast or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. The parties agree that a security escort will not be required for remote site collocation. However, if one is needed, the parties will negotiate appropriate security escort rates which will be assessed on a one half (1/2) hour increment basis.

7.5 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, SouthEast shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to SouthEast. Each Party shall keep its own records upon which a
BellSouth Remote Site Collocation

Attachment 4 -RS
Page 25

"true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

7.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due as dictated by SouthEast's current billing cycle SouthEast will pay a late payment charge as specified in the current State Tariff.

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1 **Insurance**

- 8.1 Maintain Insurance. SouthEast shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 8.2 Coverage. SouthEast shall maintain the following specific coverage:
- 8.2.1 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.
- 8.2.2 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.
- 8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of SouthEast's real and personal property situated on or within BellSouth's Remote Site Location.
- 8.2.4 SouthEast may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 8.3 Limits. The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to SouthEast to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

BellSouth Remote Site Collocation

Attachment 4 -RS
Page 26

- 8.4 All policies purchased by SouthEast shall be deemed to be primary. All policies purchased by SouthEast shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all SouthEast's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If SouthEast fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from SouthEast.
- 8.5 Submit certificates of insurance. SouthEast shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. SouthEast shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from SouthEast's insurance company. SouthEast shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

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

- 8.6 Conformance to recommendations made by BellSouth's fire insurance company. SouthEast must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 8.7 Self-Insurance. If SouthEast's net worth exceeds five hundred million dollars (\$500,000,000), SouthEast may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.3. SouthEast shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to SouthEast in the event that self-insurance status is not granted to SouthEast. If BellSouth approves SouthEast for self-insurance, SouthEast shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of SouthEast's corporate officers. The ability to self-insure shall continue so long as SouthEast meets all of the requirements of this Section. If SouthEast subsequently no longer satisfies this Section, SouthEast is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.3.

BellSouth Remote Site Collocation

Attachment 4 -RS
Page 27

- 8.8 Net worth requirements. The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to SouthEast to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

8.9 Failure to comply. Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

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9. Mechanics Liens

- 9.1 Mechanics Lien or other Liens. If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or SouthEast), 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.

10. Inspections

10.1 BellSouth may conduct inspection. BellSouth may conduct an inspection of SouthEast's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between SouthEast's equipment and equipment of BellSouth. BellSouth may conduct an inspection if SouthEast adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide SouthEast with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

11. Security and Safety Requirements

11.1 The security and safety requirements. The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own Remote Site Location either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.3, proceeding, or authorized agents of SouthEast will be permitted in the BellSouth Remote Site Location. SouthEast shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Remote Collocation Space or other areas in or around BellSouth Remote Site Collocation

Attachment 4 -RS
Page 28

the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the SouthEast name. BellSouth reserves the right to remove from its Remote Site Location any employee of SouthEast not possessing identification issued by SouthEast or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. SouthEast shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. SouthEast shall be solely responsible for ensuring that any Guest of SouthEast is in compliance with all subsections of this Section 11.

- 11.1.1 SouthEast will be required, at its own expense, to conduct a statewide investigation of criminal history records for each SouthEast employee being considered for work on the BellSouth Remote Site Location, for the states/counties where the SouthEast 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.
- 11.1.2 SouthEast will be required to administer to their personnel assigned to the BellSouth Remote Site Location security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 11.1.3 SouthEast shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. SouthEast shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any SouthEast personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the even that SouthEast chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, SouthEast may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

- 11.1.4 For each SouthEast employee requiring access to a BellSouth Remote Site Location pursuant to this Attachment, SouthEast shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, SouthEast will disclose the nature of the convictions to BellSouth at that time. In the alternative, SouthEast may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

BellSouth Remote Site Collocation

Attachment 4 -RS

Page 29

- 11.1.5 At BellSouth's request, SouthEast shall promptly remove from the BellSouth's Remote Site Location any employee of SouthEast BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of SouthEast is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 11.2 Notification to BellSouth. BST reserves the right to interview SouthEast's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to SouthEast's Security contact of such interview. SouthEast and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving SouthEast's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill SouthEast for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that SouthEast's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill SouthEast for BellSouth property which is stolen or damaged where an investigation determines the culpability of SouthEast's employees, agents, or contractors and where SouthEast agrees, in good faith, with the results of such investigation. SouthEast shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth Remote Site Location is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Remote Site Location, any employee found to have violated the security and safety requirements of this section. SouthEast shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location.
- 11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to

the offending Party, as may be all associated investigative costs.
BellSouth Remote Site Collocation

Attachment 4 -RS
Page 30

11.5 **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.

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12. Destruction of Remote Collocation Space

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

BellSouth Remote Site Collocation

Attachment 4 -RS
Page 31

13. Eminent Domain

13.1 **Power of Eminent Domain.** If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and

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

14. Nonexclusivity

14.1 Attachment is not exclusive. SouthEast 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.

Attachment 4 -RS
Page 35

Deleted: **EXHIBIT A: BELLSOUTH/SouthEast RATES – ALABAMA REMOTE SITE COLLOCATION** ¶
Rates marked with an asterisk (*) are interim and are subject to true-up ¶
USOC [38]

Rates marked with an asterisk (*) are interim and are subject to true-up

EXHIBIT A: BELLSOUTH/SouthEast RATES – KENTUCKY REMOTE SITE COLLOCATION

[Refer to Remote Site Collocation rates in Attachment 4-ExhibitA.](#)

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Attachment 4 -RS
Page 41
EXHIBIT B
Page 1 of 4

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EXHIBIT A: BELLSOUTH/SouthEast RATES – LOUISIANA REMOTE SITE COLLOCATION ¶
USOC [40]

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 SouthEast 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 SouthEast shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. SouthEast should contact 1-800-743-6737 for BellSouth MSDS sheets.
 - 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for SouthEast 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 contractors of BellSouth for environmental protection. SouthEast will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.
 - 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the SouthEast space with proper notification. BellSouth reserves the right to stop any SouthEast work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
 - 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by SouthEast are owned by SouthEast.
BellSouth Remote Site Collocation
- Attachment 4 -RS
Page 42
- SouthEast 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 SouthEast or different hazardous materials used by SouthEast at BellSouth Facility. SouthEast must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by SouthEast to BellSouth.
 - 1.7 Coordinated Environmental Plans and Permits. BellSouth and SouthEast 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 SouthEast will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, SouthEast 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 Environmental and Safety Indemnification. BellSouth and SouthEast 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, contractors, or employees concerning its operations at the Facility.

2 **CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**

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

The most current version of reference documentation must be requested from BellSouth.

BellSouth Remote Site Collocation

Attachment 4 -RS Page 43 BellSouth Remote Site Collocation

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 contractor	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Premises)

Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B • (Contact E/S 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 contractor	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard)

Attachment 4 -RS Page 44

		<ul style="list-style-type: none"> • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	<ul style="list-style-type: none"> • P&SM Manager - Procurement • 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 contractor	• 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 E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	• GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or
BellSouth Remote Site Collocation

Attachment 4 -RS Page 45 immediate
significant damage to the
environment or natural resources.

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

4. ACRONYMS

E/S – Environmental/Safety EVET -Environmental Vendor Evaluation Team DEC/LDEC -
Department Environmental Coordinator/Local Department Environmental

Coordinator GU-BTEN-001BT -BellSouth Environmental Methods and Procedures NESC -

National Electrical Safety Codes P&SM -Property & Services Management Std. T&C -Standard
Terms & Conditions

Attachment 5

Access to Numbers and Number Portability

TABLE OF CONTENTS

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS	2
2. NUMBER PORTABILITY PERMANENT SOLUTION	2
3. SERVICE PROVIDER NUMBER PORTABILITY	3
4. SPNP IMPLEMENTATION	3
5. TRANSITION TO PERMANENT NUMBER PORTABILITY.....	6
6. CONVERSION POLICY.....	7
7. TRUE-UP	9
8. OPERATIONAL SUPPORT SYSTEM (OSS) RATES	109
Rates.....	
...Exhibit A ACCESS TO NUMBERS AND NUMBER PORTABILITY	

1. Non-Discriminatory Access to Telephone Numbers

All the negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

1.1 During the term of this Agreement, SouthEast shall contact the North American Numbering Plan Administrator, Neustar, for the assignment of numbering resources. In order to be assigned a Central Office Code, SouthEast 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).

1.2 For the purposes of the resale of BellSouth's telecommunications services by SouthEast, BellSouth will provide SouthEast with online access to telephone numbers for reservation on a first come first served basis. BellSouth's reservation of telephone number practices shall be in accordance with the appropriate FCC

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rules and regulations. SouthEast acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that SouthEast cancel its reservations of numbers. SouthEast shall comply with such request.

1.3 Further, upon SouthEast request and for the purposes of the resale of BellSouth's telecommunications services by SouthEast, BellSouth will reserve up to 100 telephone numbers per CLLIC, for SouthEast's sole use. Such telephone number reservations shall be transmitted to SouthEast via electronic file transfer. BellSouth's reservation of telephone number practices shall be in accordance with the appropriate FCC rules and regulations. SouthEast acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for SouthEast's reasonable need in that particular CLLIC.

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2. Number Portability Permanent Solution

2.1 The FCC, the Commissions, and industry fora have developed and BellSouth has implemented in most end offices a permanent approach to providing service provider number portability. Both Parties will implement a permanent approach as developed and approved by the Commission, the FCC and industry fora. Consistent with the requirements to move to Permanent Number Portability (PNP) as set forth in Section 5 of this Attachment, Interim Service Provider Number Portability (SPNP) may be available only until such permanent solution is implemented in an end office.

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1 Service Provider Number Portability

3.1 Definition. Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Service Provider Number Portability (SPNP). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.

Deleted: End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth's FCC Tariff No. 1 and will be billed to CLEC where CLEC is a subscriber to local switching or where CLEC is a reseller of BellSouth telecommunications services. This charge will not be discounted. ¶

3.2 Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of SouthEast. Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the SouthEast switch that serves the subscriber.

3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic local exchange service.

3.4 Rates

Rates for SPNP are set out in Exhibit A to this Attachment. If no rate is identified in the Attachment, the rate for the specific service or function will be as set forth in

applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

4. SPNP Implementation

Version 3Q00: 09/29/00

- 4.1 SPNP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (e.g., a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.
- 4.2.1 SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number.
- 4.2.2 SPNP-DID service, as contemplated by this Agreement, provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Sent-paid calls refer to those calls placed by an end user who physically deposits currency in a public telephone. Interface group arrangements

provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

- 4.3.1 SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. To order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty, the BFR/NBR process must be used. SS7 Signaling is required for the provision of either of these services.
- 4.4 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third party non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMI standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. CLEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.
- 4.5 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.
- 4.6 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where

Version 3Q00: 09/29/00

either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.

4.7 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either Party for such calls. Neither Party shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other Party obsolete or renders necessary modification of the other Party's equipment.

4.8 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

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5. Transition to Permanent Number Portability

5.1 Once PNP is implemented in an end office both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office. Neither Party shall charge the other Party for conversion from SPNP to PNP. The Parties shall comply with any SPNP/PNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.

5.1.1 Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once PNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide PNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from SPNP to PNP or other related issues.

5.2 Notwithstanding any other provision in this Agreement or any other provision of this Attachment 5, the Parties agree that, pursuant to the Kentucky Public Service Commission order and in, the Parties will continue to utilize SPNP-Remote as their method of number portability throughout the term of this Agreement. All applicable provisions in this Attachment related to SPNP-Remote will apply, except that the rates for SPNP-Remote are set forth in Exhibit B to this Attachment.

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1 Conversion Policy

6.1 BellSouth implemented the conversion of Interim Number Portability (INP) to Local Number Portability (PNP) as follows:

6.1.1 Conversion of SPNP numbers to PNP is handled as a project.

6.1.2 All SPNP numbers in PNP capable switches will be converted to PNP within 120 days after the end of the phase for that MSA or wire center.

6.1.3 BellSouth will continue to offer SPNP until the completion date of the phase for

the wire center.

6.2 Conversion Schedule

6.2.1 The schedule to implement PNP in the 21 MSAs in the BellSouth region is as mandated by the FCC may be viewed by accessing the Carrier Notification Web site. The notification also outlines the conversion schedule for all of BellSouth's switches.

6.3 Specific Conversion activities

6.3.1 The BellSouth Account Teams contact each CLEC with SPNP accounts to negotiate a conversion schedule.

6.3.2 During the 120-day conversion period for each MSA, the Local Carrier Service Center (LCSC) will provide special handling for the requests to convert SPNP to PNP. These requests will be logged by a project manager and project managed to ensure end user service outage is minimal. Unless listing changes are requested, the CLECs may use a specially designed form provided by the project manager or account team in lieu of the Local Service Request (LSR), End User (EU), and Number Portability (NP) forms.

6.3.3 If changes are to be made to the SPNP account, the LSR should follow the normal process flow for ordering instead of the SPNP to PNP conversion plan.

6.4 Firm Order Confirmation

Version 3Q00: 09/29/00

6.4.1 During the conversion period, if a CLEC uses the request form in lieu of the LSR, the form will include provisions for providing a manual FOC. If the request is submitted through EDI, the FOC will be sent back to the CLEC via EDI.

6.5 Routing of Calls to the Local Routing Number (LRN)

6.5.1 Trigger orders are not used for SPNP telephone numbers. Once the activate message is sent to the Number Portability Administration Center (NPAC) by the new service provider, (with exception of the end user's serving wire center) incoming calls are routed to the new provider. Calls from within the end user's servicing wire center will not route to the new Local Routing Number (LRN) until the porting D order processes.

6.6 Permanent Number Solution

6.6.1 BellSouth and SouthEast will adhere to the process flows and cutover guidelines, as appropriate, and as they are amended from time to time during this Agreement, outlined in the LNP Reference Guide accessible via the Internet at the following site: <http://www.interconnection.bellsouth.com>. SouthEast will not be responsible for changes without a thirty (30) day notification from BellSouth.

6.6.1.1 BellSouth and SouthEast will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry fora

addressing PNP.

6.6.1.2 Both Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. BellSouth will set LRN unconditional or 10-digit triggers where applicable which should ensure no interruption to the end user. Where triggers are set, BellSouth removes the ported number at the same time the trigger is removed.

6.6.1.2.1 Trigger orders as used in this Attachment refer to a service order issued in advance of the porting of a number utilizing PNP that provides the following: initiates call queries to the AIN SS7 network in advance of the number being ported; and provides for the CLEC to be in control of when a number ports to the new service provider.

6.6.1.3 For porting of numbers where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.

6.6.1.4 BellSouth will provide ordering support for SouthEast's PNP requests Monday through Friday 8:00 AM until 8:00 PM EST. BellSouth normal hours of operation for provisioning support are defined in Attachment 6. Ordering and provisioning support required by SouthEast outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. For stand alone PNP where LRN unconditional or 10-digit triggers are set, CLEC may port numbers during times that are supported by NPAC 24 hours a day 7 days a week.

Version 3Q00: 09/29/00

BellSouth will provide maintenance assistance to CLEC 24 hours a day 7 days a week to resolve issues arising from the porting of numbers for problems isolated to the BellSouth network.

6.6.1.5 Performance Measurements for BellSouth providing PNP are located in Attachment 9 to this Agreement, incorporated herein by this reference.

6.6.2 BellSouth will use best efforts to update switch translations, where necessary, in time frames that are consistent with the time frames BellSouth's end users experience or as offered to other CLECs.

6.6.3 CLEC may request deployment of PNP according to and pursuant to the rules and regulations set forth in 47 CFR § 52.23.

Operational Support System (OSS) Rates

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

Deleted: <#>True-up ¶

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

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

7.3 The interim prices shall be true-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of ¶

(3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions in the General Terms and Conditions and Attachment 1 of this Agreement. ¶

7.4 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions and Attachment 1 of the Agreement incorporated herein by reference, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act. ¶

An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and SouthEast specifically or upon all carriers generally, such as a generic cost proceeding. ¶

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Attachment 5

Exhibit A

INTERIM SERVICE PROVIDER NUMBER PORTABILITY - Kentucky

<u>CATEGORY</u>	<u>RATE ELEMENTS</u>	<u>Interim</u>	<u>Zone</u>	<u>BCS</u>	<u>USOC</u>	<u>Rec</u>	<u>RATES(\$)</u>				<u>Svc Order</u>	<u>Svc Order</u>	<u>Incremental</u>	<u>OSS RATE</u>
							<u>First</u>	<u>Add'l</u>	<u>First</u>	<u>Add'l</u>	<u>Submitted</u> <u>Elec</u> <u>per LSR</u>	<u>Submitted</u> <u>Manually</u> <u>per LSR</u>	<u>Manual Svc</u> <u>Order vs.</u> <u>Electronic-</u> <u>1st</u>	

NOTE: BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option.

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Attachment 5 Exhibit B ¶
SPNP-Remote Rates
SouthEast Telephone, Inc.
Kentucky ¶

**Pre-Ordering, Ordering and Provisioning,
Maintenance and Repair**

TABLE OF CONTENTS

1 **QUALITY OF PRE-ORDERING, ORDERING AND PROVISIONING, MAINTENANCE AND REPAIR**.....3
2 **ACCESS TO OPERATIONS SUPPORT SYSTEMS**4

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3. **MISCELLANEOUS ORDERING AND PROVISIONING GUIDELINES**.....5

PRE-ORDERING, ORDERING AND PROVISIONING, MAINTENANCE AND REPAIR

1. Quality of Pre-Ordering, Ordering and Provisioning, Maintenance and Repair

1.1 All the negotiated terms and conditions set forth in this Attachment pertain to pre-ordering, ordering and provisioning and maintenance and repair.

1.2 BellSouth shall provide pre-ordering, ordering and provisioning and maintenance and repair services to SouthEast that are equivalent to the pre-ordering, ordering and provisioning and maintenance and repair services BellSouth provides to itself or any other CLEC, where technically feasible. SouthEast will adhere to the current version of the guidelines for pre-ordering, ordering and provisioning and maintenance and repair are set forth in the various guides and business rules, as appropriate, and as they are amended from time to time during this Agreement. The guides and business rules may be referenced at the following site:

<http://www.interconnection.bellsouth.com>.

SouthEast will not be responsible for changes without a thirty (30) day notification from BellSouth.

1.3 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 where the physical work is being performed.

1.3.1 It is understood and agreed that BellSouth technicians involved in provisioning service to SouthEast may work shifts outside of BellSouth's regular working hours as defined in Section 1.3 above. To the extent that SouthEast requests that work necessarily required in the provisioning of service to be performed outside BellSouth's regular working hours and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of SouthEast, BellSouth will not assess SouthEast additional charges beyond the rates and charges specified in this Agreement.

1.3.2 All other SouthEast requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of overtime billing charges.

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2. Access to Operations Support Systems

2.1 BellSouth shall provide SouthEast access to operations support systems ("OSS") functions for pre-ordering, ordering and provisioning, maintenance and repair and billing. Access to the OSS is available through a variety of means, including electronic interfaces. BellSouth also provides manual interfaces. The OSS functions available to CLECs through the electronic interfaces are:

2.1.1 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS) interface and the Telecommunications Access Gateway (TAG) interface. Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. BellSouth shall update all SouthEast Customer Service Records within 24 clock hours of any service changes. In addition, SouthEast shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, SouthEast shall provide paper copies of customer record information within the same intervals that BellSouth provides paper copies to SouthEast. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agree that SouthEast and BellSouth 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.

2.1.2 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) interface, and the TAG ordering interface for non-complex and certain complex resale requests and certain network elements. The EDI interface or the TAG ordering interface may be integrated with the TAG pre-ordering interface by SouthEast. BellSouth provides integrated pre-ordering, ordering and provisioning capability through the LENS interface for non-complex and certain complex resale service requests and certain network element requests.

2.1.3 Service Trouble Reporting and Repair (a.k.a Maintenance and Repair). Service trouble reporting and repair allows SouthEast to report and monitor service troubles and obtain repair services. BellSouth shall offer SouthEast service trouble reporting in a non-discriminatory manner that provides SouthEast the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides SouthEast an estimated time to repair, an appointment time or a

commitment time, as appropriate, on trouble reports. [BellSouth shall also provide to Southeast data, including test information, associated with "no trouble found" conditions on SouthEast customer lines.](#) BellSouth provides several options for electronic trouble reporting. For exchange services, BellSouth offers SouthEast 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 also offers ECTA functionality through the machine-to-machine EC-CPM/TA interface. If SouthEast requests BellSouth to repair a trouble after normal working hours, SouthEast will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs. BellSouth and SouthEast agree to adhere to the current version of BellSouth's Operational Understanding and as it is amended from time to time during this Agreement which may be accessed via the Internet @ <http://www.interconnection.bellsouth.com>

However, SouthEast will be responsible for changes only after a thirty (30) day notification form BellSouth.

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- 2.2 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 and as it is amended from time to time during this Agreement.
- 2.3 BellSouth's Versioning Policy for Industry Standard Machine-to-Machine Electronic Interfaces. Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its industry standard, machine-to-machine and its human-to-machine electronic interfaces. When a new release of new industry standards is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth implements the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. BellSouth will issue documents to SouthEast with sufficient notice to allow SouthEast to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion. This policy is set forth in the CCP document and as it is amended from time to time during this Agreement.

2.4 Rates. All costs incurred by BellSouth to develop and implement operational interfaces to the OSS shall be recovered from the carriers that use the services. Charges for use of OSS shall be as set forth in Attachments 1 and 2 of this Agreement.

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3. Miscellaneous Ordering and Provisioning Guidelines

- 3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by SouthEast will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if SouthEast wishes to reinstate an order, SouthEast may be required to submit a new service order.
- 3.2 Single Point of Contact. SouthEast will be the single point of contact with BellSouth

for ordering activity for network elements and other services used by SouthEast to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. SouthEast and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by SouthEast to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify SouthEast that such an order has been processed, but will not be required to notify SouthEast in advance of such processing.

- 3.3 Use of Facilities. When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order 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.
 - 3.3.1 Upon receipt of a service order, BellSouth will do the following:
 - 3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.
 - 3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.
 - 3.3.1.3 Notify SouthEast [within 24 clock hours](#) after the disconnect order has been completed.
- 3.4 Release of Facilities. When a customer of SouthEast or BellSouth elects to change his/her carrier to the other Party, the Party providing service shall release the subscriber's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the subscriber's requested service as set forth in the BellSouth Product and Services Interval Guide.
- 3.5 Contact Numbers. The Parties agree to provide one another with toll-free nationwide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.6 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 3.7 Cancellation Charges. If SouthEast cancels an order for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of

Version 3Q00: 09/29/00

that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.

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

3.9 Charges for Repair Errors. When SouthEast submits a customer trouble report to BellSouth, the trouble is ultimately determined to be with BellSouth, and BellSouth fails to repair the line to full service within two (2) calendar days from the date of the trouble report, BellSouth shall reimburse SouthEast for the amount of any credit that SouthEast issues to its End User to compensate the End User for the loss or degradation of service. SouthEast shall submit to BellSouth on a monthly basis no later than 60 days from the date credit was issued to SouthEast's end user, the amount of reimbursement requested under this provision, along with supporting data, including identification of the customer line, period of time service was lost or degraded, and the amount of credit provided to SouthEast's end user.

3.10 Line Loss Reports. BellSouth provides reports to SouthEast when a SouthEast end user who is served via a Local Voice Platform arrangement discontinues service from SouthEast. BellSouth shall only include in these reports line losses of SouthEast end users who actually discontinue service from SouthEast, and shall not include in these reports line losses associated with customers who switch from a Local Voice Platform arrangement to a Total Service Resale arrangement.

Attachment 7

Billing

TABLE OF CONTENTS

1	Payment and Billing Arrangements.....	3
2	Billing Disputes.....	5
3	RAO Hosting.....	6
4	Optional Daily Usage File.....	10
5	Access Daily Usage File.....	13
	Rates.....	Exhibit A

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BILLING

1. Payment and Billing Arrangements

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certifications.

- 1.1 Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that SouthEast requests. BellSouth will bill and record in accordance with this Agreement those charges SouthEast incurs as a result of SouthEast purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.
- 1.1.1 For any service(s) BellSouth orders from SouthEast, SouthEast shall bill BellSouth in CABS format.
- 1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.
- 1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, SouthEast will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number (OCN) assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Abbreviation (ACNA) and a tax exemption certificate, if applicable.
- 1.3 Payment Responsibility. Payment of all charges will be the responsibility of SouthEast. SouthEast shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by SouthEast from SouthEast's customer. BellSouth will not become involved in billing disputes that may arise between SouthEast and SouthEast's customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 1.4 Payment Due. The payment will be due on or before the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth. If the payment due date falls on a Sunday or on a Holiday which 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 penalty, as set forth in Section 1.6, below, shall apply.
- 1.5 Tax Exemption. Upon proof of tax exempt certification from SouthEast, the total amount billed to SouthEast will not include those taxes or fees for which the CLEC is exempt. SouthEast will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of SouthEast.
- 1.6 Late Payment. If any portion of the payment is received by BellSouth after the

payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times 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 General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate. SouthEast will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.

1.7 Discontinuing Service to SouthEast. The procedures for discontinuing service to SouthEast are as follows:

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

1.7.2 If payment of account is not received by the bill date in the month after the original bill date, BellSouth may provide written notice to SouthEast that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty (30) days notice to SouthEast at the billing address to discontinue the provision of existing services to SouthEast at any time thereafter.

1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and SouthEast's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to SouthEast without further notice.

1.7.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, SouthEast's services will be discontinued. Upon discontinuance of service on SouthEast's account, service to SouthEast's end users will be denied. BellSouth will reestablish service at the request of the end user or SouthEast for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. SouthEast is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.

1 Rates. Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), 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 applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2 Billing Disputes

2.1 Billing disputes shall be handled pursuant to the terms of this section.

Deleted: 1.8 Deposit Policy. When purchasing services from BellSouth, SouthEast will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in its sole discretion, some other form of security. Any such security deposit shall in no way release SouthEast from its obligation to make complete and timely payments of its bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, BellSouth reserves the right to request additional security in SouthEast's "accounts receivables and proceeds" only after thirty (30) day written notice to SouthEast. Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. ¶

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2.1.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date.

2.1.2 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 penalty shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

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3. RAO Hosting

- 3.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to SouthEast by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.2 SouthEast shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3.3 Compensation amounts, if applicable, will be billed by BellSouth to SouthEast on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 3.4 SouthEast must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from SouthEast to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of SouthEast and will coordinate all associated conversion activities.
- 3.5 BellSouth will receive messages from SouthEast that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 3.6 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 SouthEast.
- 3.7 All data received from SouthEast that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the Agreement(s) which may be in effect between BellSouth and

the involved LEC or CLEC.

- 3.8 All data received from SouthEast that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
- 3.9 BellSouth will receive messages from the CMDS network that are destined to be processed by SouthEast and will forward them to SouthEast on a daily basis.
- 3.10 Transmission of message data between BellSouth and SouthEast will be via CONNECT:Direct.
- 3.11 All messages and related data exchanged between BellSouth and SouthEast will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 3.12 SouthEast will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 3.13 Should it become necessary for SouthEast to send data to BellSouth more than sixty (60) days past the message date(s), SouthEast will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and SouthEast to notify all affected Parties.
- 3.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or SouthEast) identified and agreed to, the company responsible for creating the data (BellSouth or SouthEast) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
- 3.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from SouthEast, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify SouthEast of the error condition. SouthEast 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, SouthEast will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 3.16 In association with message distribution service, BellSouth will provide SouthEast with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 3.17 In no case shall either Party be liable to the other for any direct or consequential

damages incurred as a result of the obligations set out in this Agreement.

3.18 RAO Compensation

3.18.1 Rates for message distribution service provided by BellSouth for SouthEast are as set forth in Exhibit A to this Attachment.

3.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment.

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

3.18.4 All equipment, including modems and software, that is required on the SouthEast end for the purpose of data transmission will be the responsibility of SouthEast.

3.19 Intercompany Settlements Messages

3.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by SouthEast 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 SouthEast and the involved company(ies), unless that company is participating in NICS.

3.19.2 Both traffic that originates outside the BellSouth region by SouthEast and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by SouthEast, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by SouthEast, involves a company other than SouthEast, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

3.19.3 Once SouthEast is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.

3.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of SouthEast. BellSouth will distribute copies of these reports to SouthEast on a monthly basis.

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

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

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

4. Optional Daily Usage File

- 4.1 Upon written request from SouthEast, BellSouth will provide the Optional Daily Usage File (ODUF) service to SouthEast pursuant to the terms and conditions set forth in this section.
- 4.2 SouthEast shall furnish all relevant information required by BellSouth for the provision of the ODUF.
- 4.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a SouthEast customer.
- 4.4 Charges for delivery of the ODUF will appear on SouthEast's monthly bills. The charges are as set forth in Exhibit A to this Attachment.
- 4.5 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 4.6 Messages that error in the billing system of SouthEast will be the responsibility of SouthEast. If, however, SouthEast should encounter significant volumes of errored messages that prevent processing by SouthEast within its systems, BellSouth will work with SouthEast to determine the source of the errors and the appropriate resolution.
- 4.7 The following specifications shall apply to the Optional Daily Usage Feed.
- 4.7.1 Usage To Be Transmitted

4.7.1.1 The following messages recorded by BellSouth will be transmitted to SouthEast:

- Message recording for per use/per activation type services (examples: ` Three -Way Calling, Verify, Interrupt, Call Return, etc.)
- Measured billable Local

- Directory Assistance messages

- IntraLATA Toll

- WATS and 800 Service

- N11

- Information Service Provider Messages

- Operator Services Messages

- Operator Services Message Attempted Calls (Network Element only)

- Credit/Cancel Records

- Usage for Voice Mail Message Service

4.7.1.2 Rated Incollets (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollets will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollets will not be packed separately.

4.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to SouthEast.

4.7.1.4 In the event that SouthEast detects a duplicate on ODUF they receive from BellSouth, SouthEast will drop the duplicate message (SouthEast will not return the duplicate to BellSouth).

4.7.2 Physical File Characteristics

4.7.2.1 ODUF will be distributed to SouthEast via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

4.7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and SouthEast for the purpose of data transmission. Where a dedicated line is required, SouthEast will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. SouthEast will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to SouthEast. Additionally, all message toll charges associated with

the use of the dial circuit by SouthEast will be the responsibility of SouthEast. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on SouthEast's end for the purpose of data transmission will be the responsibility of SouthEast.

4.7.3 Packing Specifications

4.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

4.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to SouthEast which BellSouth RAO that is sending the message. BellSouth and SouthEast will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by SouthEast and resend the data as appropriate.

The data will be packed using ATIS EMI records.

4.7.4 Pack Rejection

4.7.4.1 SouthEast will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. SouthEast will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to SouthEast by BellSouth.

4.7.5 Control Data

4.7.5.1 SouthEast will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate SouthEast received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by SouthEast for reasons stated in the above section.

4.7.6 Testing

4.7.6.1 Upon request from SouthEast, BellSouth shall send test files to SouthEast for ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that SouthEast set up a production (LIVE) file. The live test may consist of SouthEast's employees making test calls for the types of services SouthEast requests on ODUF. These test calls are logged by SouthEast, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

5. Access Daily Usage File

5.1. Upon written request from SouthEast, BellSouth will provide the Access Daily Usage File (ADUF) service to SouthEast pursuant to the terms and conditions set forth in this section.

- 5.2 SouthEast shall furnish all relevant information required by BellSouth for the provision of ADUF.
- 5.3 ADUF will contain access messages associated with a port that SouthEast has purchased from BellSouth
- 5.4 Charges for delivery of ADUF will appear on SouthEast's monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard ATIS EMI record format.
- 5.5 Messages that error in the billing system of SouthEast will be the responsibility of SouthEast. If, however, SouthEast should encounter significant volumes of errored messages that prevent processing by SouthEast within its systems, BellSouth will work with SouthEast to determine the source of the errors and the appropriate resolution.
- 5.6 Usage To Be Transmitted
- 5.6.1 The following messages recorded by BellSouth will be transmitted to SouthEast:
 - 5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.
 - 5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.
- 5.6.2 When SouthEast purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:
 - 5.6.2.1 Originating from Network Element and carried by Interexchange Carrier:
 - 5.6.2.1.1 BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF.
 - 5.6.2.2 Originating from network element and carried by BellSouth (SouthEast is BellSouth's toll customer).
 - 5.6.2.3 Terminating on network element and carried by Interexchange Carrier:
 - 5.6.2.3.1 BellSouth will bill network element to SouthEast and send access record to SouthEast.
 - 5.6.2.4 Terminating on network element and carried by BellSouth:
 - 5.6.2.4.1 BellSouth will bill network element to SouthEast and send access record to SouthEast.
- 5.6.3 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to SouthEast.
- 5.6.4 In the event that SouthEast detects a duplicate on ADUF they receive from BellSouth, SouthEast will drop the duplicate message (SouthEast will not return the duplicate to BellSouth.)
- 5.6.5 Physical File Characteristics

- 5.6.5.1 ADUF will be distributed to SouthEast via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 5.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and SouthEast for the purpose of data transmission. Where a dedicated line is required, SouthEast will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. SouthEast will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to SouthEast. Additionally, all message toll charges associated with the use of the dial circuit by SouthEast will be the responsibility of SouthEast. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on SouthEast's end for the purpose of data transmission will be the responsibility of SouthEast.

Attachment 7
Page 15

5.6.6 Packing Specifications

- 5.6.6.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 5.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to SouthEast which BellSouth RAO is sending the message. BellSouth and SouthEast will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by SouthEast and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.7 Pack Rejection

- 5.6.7.1 SouthEast will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. SouthEast will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to SouthEast by BellSouth.

5.6.8 Control Data

- 5.6.8.1 SouthEast will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate SouthEast received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using

standard ATIS EMI error codes for packs that were rejected by SouthEast for reasons stated in the above section.

5.6.9 Testing

5.6.9.1 Upon request from SouthEast, BellSouth shall send a test file of generic data to SouthEast via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

Attachment 7

Exhibit A

BELLSOUTH/SouthEast RATES

ODUF/ADUF/CMDS

ODUF/ADUF/CMDS - Kentucky

<u>CATEGORY</u>	<u>RATE ELEMENTS</u>	<u>Interim</u>	<u>Zone</u>	<u>BCS</u>	<u>USOC</u>	<u>Rec</u>	<u>RATES(\$)</u>				<u>Svc Order</u>	<u>Svc Orc</u>
							<u>Nonrecurring</u>	<u>Nonrecurring</u>	<u>Disconnect</u>		<u>Submitted</u>	<u>Submitt</u>
							<u>First</u>	<u>Add'l</u>	<u>First</u>	<u>Add'l</u>	<u>per LSR</u>	<u>per LSF</u>
											<u>SOMEc</u>	<u>SOMAN</u>
<u>ODUF/ADUF/CMDS</u>												
	<u>ACCESS DAILY USAGE FILE (ADUF)</u>											
	<u>ADUF: Message Processing, per message</u>				<u>N/A</u>			<u>0.001857</u>				
	<u>ADUF: Data Transmission (CONNECT:DIRECT), per message</u>				<u>N/A</u>			<u>0.0001245</u>				
	<u>OPTIONAL DAILY USAGE FILE (ODUF)</u>											
	<u>ODUF: Recording, per message</u>				<u>N/A</u>			<u>0.0000136</u>				
	<u>ODUF: Message Processing, per message</u>				<u>N/A</u>			<u>0.002506</u>				
	<u>ODUF: Message Processing, per Magnetic Tape provisioned</u>				<u>N/A</u>			<u>35.9</u>				
	<u>ODUF: Data Transmission (CONNECT:DIRECT), per message</u>				<u>N/A</u>			<u>0.00010372</u>				
	<u>CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)</u>											
	<u>CMDS: Message Processing, per message</u>				<u>N/A</u>			<u>0.004</u>				
	<u>CMDS: Data Transmission (CONNECT:DIRECT), per message</u>				<u>N/A</u>			<u>0.001</u>				

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

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Version 3Q00:09/29/00

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, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

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Exhibit 1
LICENSE AGREEMENT

for

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

Dated: «SignMonth» «SignDay», «SignYear»

Between

BELLSOUTH TELECOMMUNICATIONS, INC.
(Licensor)

And

«Company»

(Licensee)

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

AL KY LA MS TN FL GA NC SC

or

BellSouth Region

BELLSOUTH Agreement Number - «Licenso»

CONTENTS

<u>SECTION</u>	<u>PAGE</u>	
1	Definitions	1
2	Scope of Agreement	5
3	Requirements and Specifications	9
4	Additional Legal Requirements	17
5	Facilities and Licenses	18
6	Make-Ready Work	20
7	Application Forms and Fees	21
8	Processing of Applications	24
9	Issuance of Licenses	25
10	Construction of Licensee's Facilities	26
11	Use and Routine Maintenance of Licensee's Facilities	28
12	Modification and Replacement of Licensee's Facilities	30
13	Rearrangement of Facilities at Request of Another	30
14	Emergency Repairs and Pole Replacements	32
15	Inspection by BellSouth of Licensee's Facilities	32
16	Notice of Noncompliance	32
17	Unauthorized Occupancy or Utilization of BellSouth's Facilities	34
18	Removal of Licensee's Facilities	35
19	Fees, Charges, and Billing	35
20	Advance Payment and Imputation	36
21	Assurance of Payment	37
22	Insurance	37
23	Indemnification	39
24	Authorization Not Exclusive	40
25	Assignment of Rights	41
26	Failure to Enforce	41
27	Term of Agreement	41
28	BellSouth's Information	42
29	Licensee Information	43
30	Supersedure of Agreement(s)	44

APPENDICES

- I Schedule of Fees, Charges, and Attachment Transfer Rate Schedule
- II Records Maintenance Centers
- III Request to Self-Insure

EXHIBITS

- I Administrative Forms and Notices

RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

This Agreement, together with the terms and conditions of general applicability contained throughout this Agreement, sets forth the terms and conditions under which BellSouth shall afford to Licensee access to BellSouth's Poles, Ducts, Conduits and Rights of Way, pursuant to the Act. To the extent applicable, this Agreement also sets forth the terms and conditions applicable to request to attach to Joint Use Poles and the relevant defined terms shall be construed to include such Joint Use Poles.

3. 1. DEFINITIONS

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

1.1 Anchor. The term Anchor refers to a device, structure, or assembly which stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the Pole. The term Anchor does not include the guy strand which connects the Anchor to the Pole and includes only those Anchors which are owned by BellSouth, as distinguished from Anchors which are owned and controlled by other persons or entities.

1.2 Anchor/Guy Strand. The term Anchor/Guy Strand refers to supporting wires, typically stranded together, or other devices attached to a Pole and connecting that Pole to an Anchor or to another Pole for the purpose of increasing Pole stability. The term Anchor/Guy Strand includes, but is not limited to, strands sometimes referred to as Anchor strands, down guys, guy strands, and Pole-to-pole guys.

1.3 Application. The process of requesting information related to records, Pole and/or Conduit availability, or make-ready requirements for BellSouth owned or controlled Facilities. Each Application is limited in size to a maximum of (1) 100 consecutive Poles or (2) 10 consecutive Manhole sections or 5000 feet, whichever is greater. The Application includes (but is not limited to) request for records, records investigation and/or a field investigation, and Make-Ready Work.

1.4 Communications Act of 1934. The terms Communications Act of 1934 and Communications Act refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151 et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in 1.27 following.

1.5 Assigned. The term Assigned, when used with respect to Conduit or Duct space or Poles, refers to any space in such Conduit or Duct or on such Pole that is occupied by a telecommunications service provider or a municipal or other governmental authority. To ensure the judicious use of Poles and Conduits, space Assigned to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being Assigned.

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1.6 Available. The term Available, when used with respect to Conduit or Duct space or Poles, refers to any usable space in such Conduit or Duct or on such Pole not assigned to a specific provider at the applicable time.

1.7 Conduit. The term Conduit means a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.

1.8 Conduit Occupancy. The terms Conduit Occupancy and Occupancy refer to the presence of wire, cable, optical conductors, or other Facilities within any portion of BellSouth's Conduit System.

1.9 Conduit System. The term Conduit System refers to any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. In this Agreement, the term refers to Conduit Systems owned or controlled by BellSouth.

1.10 Cost. The term Cost as used herein refers to charges made by BellSouth to Licensee for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, it shall be calculated on an individual case basis, based on the estimated amount of work to be performed.

1.11 Duct. The term Duct refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other Facilities. As used in this Agreement, the term Duct includes Inner-Ducts created by subdividing a Duct into smaller channels.

1.12 Facilities. The terms Facility and Facilities refer to any property or equipment utilized in the provision of telecommunication services.

1.13 The acronym FCC refers to the Federal Communications Commission.

1.14 Handholes. The term Handhole refers to an enclosure, usually below ground level, used for the purpose of installing, operating, and maintaining facilities in a Conduit. A Handhole is too small to permit personnel to physically enter.

1.15 Inner-Duct. The term Inner-Duct refers to a pathway created by subdividing a Duct into smaller channels.

1.16 Joint User. The term Joint User refers to a utility which has entered into an agreement with BellSouth providing reciprocal rights of attachment of Facilities owned by each party to the Poles, Ducts, Conduits and Rights of Way owned by the other party.

1.17 Joint Use Pole. A pole not owned by BellSouth, but upon which BellSouth maintains its Facilities.

1.18 Lashing. The term Lashing refers to the attachment of a Licensee's Sheath or Inner-Duct to a supporting strand.

1.19 License. The term License refers to any License issued pursuant to this Agreement and may, if the context requires, refer to Conduit Occupancy or Pole attachment Licenses issued by BellSouth prior to the date of this Agreement.

1.20 Licensee. The term Licensee refers to a person or entity which has entered or may enter into an agreement or arrangement with BellSouth permitting such person or entity to place its Facilities in BellSouth's Conduit System or attach its Facilities to BellSouth's Poles or Anchors.

1.21 Make-Ready Work. The term Make-Ready Work refers to all work performed or to be performed to prepare BellSouth's Conduit Systems, Poles or Anchors and related Facilities for the requested occupancy or attachment of Licensee's Facilities. Make-Ready work includes, but is not limited to, clearing obstructions (e.g., by rodding Ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing Facilities on a Pole or in a Conduit System where such work is required solely to accommodate Licensee's Facilities and not to meet BellSouth's business needs or convenience. Make-Ready work may require "dig-ups" of existing Facilities and may include the repair, enlargement or modification of BellSouth's Facilities (including, but not limited to, Conduits, Ducts, Handholes and Manholes) or the performance of other work required to make a Pole, Anchor, Conduit or Duct usable for the initial placement of Licensee's Facilities.

1.22 Manhole. The term Manhole refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete Manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining Facilities in a Conduit.

1.23 Occupancy. The term Occupancy shall refer to the physical presence of telecommunication Facilities in a Duct, on a Pole, or within a Right of Way.

1.24 Person Acting on Licensee's Behalf. The terms Person Acting on Licensee's Behalf, personnel performing work on Licensee's behalf, and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on Licensee's Behalf, personnel performing work on Licensee's behalf, and similar terms specifically include, but are not limited to, Licensee, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Licensee and their respective officers, directors, employees, agents, and representatives.

1.25 Person Acting on BellSouth's Behalf. The terms Person Acting on BellSouth's Behalf, personnel performing work on BellSouth's behalf, and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on BellSouth's Behalf, personnel performing work on BellSouth's behalf, and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.

1.26 Pole. The term Pole refers to both utility Poles and Anchors but only to those utility Poles and Anchors owned or controlled by BellSouth, and does not include utility Poles or Anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.

1.27 Pole Attachment Act. The terms Pole Attachment Act and Pole Attachment Act of 1978 refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.

1.28 Pre-License Survey. The term Pre-License Survey refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a Pole or in a Conduit or Conduit System (including Manholes and Handholes) to accommodate Licensee's Facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole, Conduit or Conduit System to accommodate Licensee's Facilities.

1.29 Right of Way (ROW). The term Right of Way/Rights of Way refer(s) to the right to use the land or other property of another party to place Poles, Conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

1.30 Sheath. The term Sheath refers to a single outer covering containing communications wires, fibers, or other communications media.

1.31 Spare Capacity. The term Spare Capacity refers to any Poles, Conduit, Duct or Inner-Duct not currently assigned or subject to a pending Application for attachment/occupancy. Spare Capacity does not include an Inner-Duct (not to exceed one Inner-Duct per party) reserved by BellSouth, Licensee, or a Third Party for maintenance, repair, or emergency restoration.

1.32 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State, for which this Agreement applies.

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

2. SCOPE OF AGREEMENT

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

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

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

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

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

2.3 Licenses. Subject to the terms and conditions set forth in this Agreement, BellSouth shall issue to Licensee one or more Licenses authorizing Licensee to place or attach Facilities in or to specified Poles, Conduits, Ducts or Rights of Way owned or controlled by BellSouth located within this state on a first come, first served basis. BellSouth may deny a License Application if BellSouth determines that the Pole, Conduit or Duct space specifically requested by Licensee is necessary to meet BellSouth's present needs, or is Licensed by BellSouth to another Licensee, or is otherwise unavailable based on engineering concerns. BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail the reasons for denying Licensee's request. BellSouth shall have the right to designate the particular Duct(s) to be occupied, the location and manner in which Licensee's Facilities will enter and exit BellSouth's Conduit System and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the Conduit System.

2.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Telecommunications Act of 1996 to afford Licensee access to and use of all associated Rights of Way to any sites where BellSouth's owned or controlled Poles, Manholes, Conduits, Ducts or other parts of BellSouth's owned or controlled Conduit Systems are located.

2.4.1 BellSouth shall provide Licensee with access to and use of such Rights of Way to the same extent and for the same purposes that BellSouth may access or use such Rights of Way, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove Facilities for which Pole attachment, Conduit Occupancy, or ROW use Licenses have been issued, provided that any agreement with a Third Party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.

2.4.2 Where BellSouth notifies Licensee that BellSouth's agreement with a Third Party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, upon Licensee's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Licensee. Licensee agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Licensee.

2.4.3 In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in 2.4.1 and BellSouth, despite its best efforts, is unable to secure such access and use rights for Licensee in accordance with 2.4.2, or, in the case where Licensee elects not to invoke its rights under 2.4.1 or 2.4.2, Licensee shall be responsible for obtaining such permission to access and use such Rights of Way. BellSouth shall cooperate with Licensee in obtaining such permission and shall not prevent or delay any Third Party assignment of ROW's to Licensee.

2.4.4 Where BellSouth has any ownership or Rights of Way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to Licensee through a License or other attachment.

2.4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex.
2.4.4.2 Ingress and egress to such space.

2.4.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Agreement nor any License granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private Rights of Way, and nothing contained in this Agreement or in any License granted hereunder shall be construed as conferring on one party any right to interfere with the other party's access to any such public or private Rights of Way.

2.5 *No Effect on BellSouth's Right to Convey Property. Nothing contained in this Agreement or in any License issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any Poles, Conduit or Ducts to or in which Licensee has attached or placed Facilities pursuant to Licenses issued under this Agreement provided however that BellSouth shall give Licensee reasonable advance written notice of such intent to convey.*

2.6 *No Effect on BellSouth's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:*

2.6.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own Facilities within BellSouth's Conduits, Ducts or rights-of way or any of BellSouth's Facilities attached to BellSouth's Poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs;
or

2.6.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their Facilities to or in BellSouth's Poles, Conduits or Ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with Licensee's Pole attachment, Conduit Occupancy or ROW use, rights provided by Licenses issued pursuant to this Agreement.

2.7 No Effect on Licensee's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with Licensee's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own Facilities within BellSouth's Conduits, Ducts or Rights of Way or its Facilities attached to BellSouth's Poles at any time and in any reasonable manner which Licensee deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

2.7.2 To enter into new agreements or arrangements with other persons or entities permitting Licensee to attach or place its Facilities to or in such other persons' or entities' Poles, Conduits or Ducts, or Rights of Way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with Licensee's obligations under Licenses issued pursuant to this Agreement.

2.8 No Right to Interfere with Facilities of Others. The provisions of this Agreement or any License issued hereunder shall not be construed as authorizing either party to this Agreement to rearrange or interfere in any way with any of the other party's Facilities, with the Facilities of other persons or entities, or with the use of or access to such Facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Agreement or any License issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

2.8.1 Licensee acknowledges that the Facilities of persons or entities other than BellSouth and Licensee may be attached to or occupy BellSouth's Poles, Conduits, Ducts and Rights of Way.

2.8.2 BellSouth shall not attach, or give permission to any third parties to attach Facilities to, existing Licensee Facilities without Licensee's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to Licensee Facilities, BellSouth shall use its best efforts to rectify the situation as soon as practicable.

2.8.3 With respect to Facilities occupied by Licensee or the subject of an Application for attachment by Licensee, BellSouth will give to Licensee 60 days' written notice for Conduit extensions or reinforcements, 60 days' written notice for Pole line extensions, 60 days' written notice for Pole replacements, and 60 days' written notice of BellSouth's intention to construct, reconstruct, expand or place such Facilities or of BellSouth's intention not to maintain or use any existing Facility. Where BellSouth elects to abandon or remove BellSouth Facilities, the Facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The party first electing to exercise this option will be required to execute the appropriate agreement with BellSouth to transfer (purchase agreement) ownership from BellSouth to new party, subject to then-existing licenses pertaining to such Facilities. If no party elects to maintain such Facilities, all parties will be required to remove their existing Facilities within ninety (90) days of written notice from BellSouth. If an emergency or provisions of an applicable joint use agreement require BellSouth to construct, reconstruct, expand or replace Poles, Conduits or Ducts occupied by Licensee or the subject of an Application for attachment by Licensee, BellSouth will notify Licensee as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Licensee, if it so desires, to request that a Pole, Conduit or Duct of greater height or capacity be utilized to accommodate an anticipated Facility need of Licensee.

2.8.4 Upon request and at Licensee's expense, BellSouth shall remove any retired cable from Conduit Systems to allow for the efficient use of Conduit space within a reasonable period of time. BellSouth retains salvage rights on any cable removed. In order to safeguard its structures and Facilities, BellSouth reserves the right to remove retired cables and is under no obligation to allow Licensee the right to remove such cables. Based on sound engineering judgment, there may be situations where it would neither be feasible nor practical to remove retired cables.

2.9 Assignment of Space. Assignment of space on Poles, in Conduits or Ducts and within ROW's will be made pursuant to Licenses granted by BellSouth on an equal basis to BellSouth, Licensee and other telecommunication service providers.

3. REQUIREMENTS AND SPECIFICATIONS

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

3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Telcordia Technologies, f/k/a Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";

3.1.2 The National Electrical Code (NEC); and

3.1.3 The National Electrical Safety Code (NESC).

3.2 Changes in Published Standards. Licensee agrees to rearrange its Facilities in accordance with changes in the standards published in the publications specified in Article 3.1 of this Agreement if required by law to do so or upon the mutual agreement of the parties.

3.3 Additional Electrical Design Specifications. Licensee agrees that, in addition to specifications and requirements referred to in Article 3.1 above, Licensee's Facilities placed in BellSouth's Conduit System shall meet all of the following electrical design specifications:

3.3.1 No Facility shall be placed in BellSouth's Conduit System in violation of FCC regulations.

3.3.2 Licensee's Facilities placed in BellSouth's Conduit System shall not be designed to use the earth as the sole conductor for any part of Licensee's circuits.

3.3.3 Licensee's Facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded Sheath or shield.

3.3.4 No coaxial cable of Licensee shall occupy a Conduit System containing BellSouth's cable unless such cable of Licensee meets the voltage limitations of Article 820 of the National Electrical Code.

3.3.5 Licensee's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal Sheaths or shields and a suitable insulating jacket over the outer Sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer Sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

3.3.6 Neither party shall circumvent the other party's corrosion mitigation measures. Each party's new Facilities shall be compatible with the other party's Facilities so as not to damage any Facilities of the other party by corrosion or other chemical reaction.

3.4 Additional Physical Design Specifications. Licensee's Facilities placed in BellSouth's Conduit System must meet all of the following physical design specifications:

3.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's Conduit or Ducts.

3.4.2 The integrity of BellSouth's Conduit System and overall safety of BellSouth's personnel and other personnel working in BellSouth's Conduit System requires that "dielectric cable" be required when Licensee's cable Facility utilizes an alternative Duct or route that is shared in the same trench by any current carrying Facility of a power utility.

3.4.3 New construction splices in Licensee's fiber optic and twisted pair cables shall be located in Manholes, pull boxes or Handholes.

3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of Licensee's Conduit to BellSouth's Conduit System:

3.5.1 Licensee will be permitted to connect its Conduit or Duct only at the point of a BellSouth Manhole. No attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install Licensee Facilities will be performed by Licensee or its contractor at Licensee's expense. In no event shall Licensee or its contractor "core bore" or make any other modification to BellSouth Manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.

3.5.2 BellSouth may monitor, at Licensee's expense, the entrance and exit of Licensee's Facilities into BellSouth's Manholes and the placement of Licensee's Facilities in BellSouth's Manholes.

3.5.3 If Licensee constructs or utilizes a Duct connected to BellSouth's Manhole, the Duct and all connections between that Duct and BellSouth's Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's Conduit System. If Licensee's Duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's Conduit System.

3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant Licensee access to BellSouth's Conduit Systems may be performed by BellSouth at Licensee's expense at charges which represent BellSouth's actual costs. Alternatively (at Licensee's option) such work may be performed by a contractor who demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with F.C.C. rules. The parties acknowledge that Licensee, its contractors, and other persons acting on Licensee's behalf will perform work for Licensee (e.g., splicing Licensee's Facilities) within BellSouth's Conduit System. Licensee represents and warrants that neither Licensee nor any Person Acting on Licensee's Behalf shall permit any person to climb or work on or in any of BellSouth's Poles or to enter BellSouth's Manholes or work within BellSouth's Conduit System unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Pole or the Conduit Systems and to perform the work safely.

3.6.1 Licensee's Facilities within BellSouth's Conduit System shall be constructed, placed, rearranged, modified, and removed upon receipt of License specified in 5.1. However, no such License will be required for the inspection, maintenance, repair or non-physical modifications of Licensee's Facilities.

3.6.2 Rodding or clearing of Ducts in BellSouth's Conduit System shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld by BellSouth. The parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Licensee may contract with BellSouth for performance of such work or (at Licensee's option) with a contractor who demonstrates compliance with BellSouth certification requirements.

3.6.3 Personnel performing work on BellSouth's or Licensee's behalf in BellSouth's Conduit System shall not climb on, step on, or otherwise disturb the other party's or any Third Party's cables, air pipes, equipment, or other Facilities located in any Manhole or other part of BellSouth's Conduit System.

3.6.4 Personnel performing work on BellSouth's or Licensee's behalf within BellSouth's Conduit System (including any Manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable Sheathing and other materials brought by them to the work site.

3.6.5 All of Licensee's Facilities shall be firmly secured and supported in accordance with BellCore and industry standards.

3.6.6 Identification of Facilities in Conduit/Manholes. Licensee's Facilities shall be plainly identified with Licensee's name in each Manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own Facilities.

3.6.6.1 Identification of Pole Attachments. Licensee's Facilities attached to BellSouth Poles shall be plainly identified with Licensee's name firmly affixed at each Pole by a permanent tag that meet industry standards.

3.6.7 Manhole pumping and purging required in order to allow Licensee's work operations to proceed shall be performed by a vendor approved by BellSouth in compliance with BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures," and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.

3.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.

3.6.9 Any leak detection liquid or device used by Licensee or personnel performing work on Licensee's Facilities within BellSouth's Conduit System shall be of a type approved by BellSouth or BellCore.

3.6.10 When Licensee or personnel performing work on Licensee's behalf are working within or in the vicinity of any part of BellSouth's Poles or Conduit System which is located within, under, over, or adjacent to streets, highways, alleys or other traveled Rights of Way, Licensee and all personnel performing work on Licensee's behalf shall follow procedures which Licensee deems appropriate for the protection of persons and property. Licensee shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Licensee will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. BellSouth shall have no responsibility for the safety of personnel performing work on Licensee's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend Licensee's activities on, in or in the vicinity of BellSouth's Poles or Conduit System if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Licensee or any personnel performing work on Licensee's behalf, which suspension shall cease when the condition has been rectified.

3.6.11 Except for protective screens, no temporary cover shall be placed by Licensee or personnel performing work on Licensee's behalf over an open Manhole unless it is at least four feet above the surface level of the Manhole opening.

3.6.12 Smoking or the use of any open flame is prohibited in BellSouth's Manholes, in any other portion of BellSouth's Conduit System, or within 10 feet of any open Manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.

3.6.13 Artificial lighting, when required, will be provided by Licensee. Only explosion-proof lighting fixtures shall be used.

3.6.14 Neither Licensee nor personnel performing work on Licensee's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's Conduit System (including any Manhole) during work operations performed within or in the vicinity of BellSouth's Conduit System.

3.6.15 Licensee will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's Manholes, in any other portions of BellSouth's Conduit System, or within 10 feet of any open Manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.

3.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's Manholes and the authority of BellSouth personnel present when work on Licensee's behalf is being performed within or in the vicinity of BellSouth's Conduit System.

3.7.1 BellSouth's Manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.

3.7.2 Licensee shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's Manholes.

3.7.3 Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes for Conduit work operations therein.

3.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve Licensee or personnel performing work on Licensee's behalf of their responsibility to conduct all work operations within BellSouth's Conduit System in a safe and workmanlike manner.

3.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site, BellSouth's employee or agent shall have the authority to suspend Licensee's work operations within BellSouth's Conduit System if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Licensee or personnel performing work on Licensee's behalf.

3.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. Licensee agrees that:

3.8.1 Its Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder.

3.8.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's Poles or Conduit System, comply with OSHA and all rules and regulations thereunder;

3.8.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and

3.8.4 Licensee (and any Person Acting on Licensee's Behalf) may report unsafe conditions on, in or in the vicinity of BellSouth's Poles or Conduit System to BellSouth.

3.9 Compliance with Environmental Laws and Regulations. Licensee acknowledges that, from time to time, environmental contaminants may enter BellSouth's Conduit System and accumulate in Manholes or other Conduit Facilities and that certain Conduits (transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a Conduit for which Licensee has applied for or holds a License, BellSouth will promptly notify Licensee of such fact.

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

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

3.9.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's Poles or Conduit System, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

3.9.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section. BellSouth will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by BellSouth pursuant to this section will be provided in a timely manner.

3.9.4 Licensee and all personnel performing work on Licensee's behalf shall comply with such standards and practices as BellSouth and Licensee may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither Licensee nor BellSouth nor personnel performing work on either party's behalf shall discharge water or any other substance from any BellSouth Manhole or other Conduit Facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on BellSouth premises for storage or disposal.

3.10 Compliance with Other Governmental Requirements. Licensee agrees that its Facilities attached to BellSouth's Facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Licensee shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Licensee shall establish appropriate procedures and controls to assure such compliance by all persons acting on Licensee's behalf, including but not limited to, Licensee's employees, agents, contractors, and subcontractors.

3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Article 3, the most stringent standard or specification shall apply.

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

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

4. ADDITIONAL LEGAL REQUIREMENTS

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

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

4.2 Required Permits, Certificates and Licenses. Licensee shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its Facilities on public or private property.

4.2.1 Licensee shall not attach or place its Facilities to or in BellSouth's Poles, Conduit or Duct located on any property for which it or BellSouth has not first obtained all required authorizations.

4.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay BellSouth's Pre-License Survey work.

4.3 Lawful Purposes. All Facilities placed by Licensee in BellSouth's Conduit and Ducts or on BellSouth's Poles, Anchors or Anchor/Guy Strands must serve a lawful purpose and the uses made of Licensee's Facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, Licensee shall not utilize any Facilities occupying or attached to BellSouth's Conduits, Ducts or Poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

5. FACILITIES AND LICENSES

5.1 Licenses Required. Before placing any Facilities in BellSouth's Conduits or Ducts or attaching any Facilities to BellSouth's Poles, Anchors or Anchor/Guy Strands, Licensee must first apply for and receive a written License from BellSouth.

5.2 Provision of Records and Information to Licensee. In order to obtain information regarding Facilities, Licensee shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which Facilities are required, the types and quantities of the required Facilities and the required in-service date. In response to such request, BellSouth shall provide Licensee with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of BellSouth Poles, Conduit and right-of-way located within the geographic area specified by Licensee. Provision of information under the terms of this section shall include the right of Licensee employees or agents to obtain copies of engineering records or drawings which pertain to those Facilities within the geographic area identified in Licensee's request. Such copies of records shall be provided to Licensee via courier at the expense of Licensee or otherwise available at the records location center set forth in Exhibit II. However, all requests for copies of records shall be submitted to the Competitive Structures Provisioning Center in Birmingham, Alabama. The costs of producing and mailing copies of records, which are to be paid by Licensee, are on an individual case basis. The components which make up the total costs are actual:

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

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

5.4 Determination of Availability. BellSouth shall provide Pole, Conduit and right-of-way availability information in response to a request from Licensee which identifies with reasonable specificity the Facilities for which such information is desired. If such request includes Joint Use Pole(s) BellSouth shall respond with respect to such Joint Use Pole(s) as to what Make-Ready Work is required for BellSouth's Facilities, only. Notwithstanding any other provision, BellSouth shall not determine space availability upon any Joint Use Pole(s). Licensee may elect to be present at any field based survey of Facilities identified pursuant to this paragraph and BellSouth shall provide Licensee at least forty-eight (48) hours notice prior to initiating such field survey. Licensee employees or agents shall be permitted to enter BellSouth Manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to BellSouth, with a BellSouth representative present and at Licensee's expense.

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

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

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

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

4. 6. MAKE-READY WORK

6.1 Work Performed by BellSouth. If performed by BellSouth, Make-Ready Work to accommodate Licensee's Facilities on Poles, Joint Use Pole(s) or in Conduit System shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant Poles or Conduit Systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.

6.1.1 If Licensee desires Make-Ready Work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges.

6.2 All charges for Make-Ready Work, including work on Joint Use Pole(s), performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. BellSouth will begin Make-Ready Work required to accommodate Licensee after receipt of Licensee's make-ready payment.

6.3 Work Performed by Certified Contractor. In lieu of obtaining performance of Make-Ready Work by BellSouth, Licensee at its option may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its Facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor. Notwithstanding any other provisions of this Section, Licensee may not employ a contractor to accomplish Make-Ready Work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement or collective bargaining agreement. In accordance with section 3.6.7, all Manhole pumping and purging shall be performed by a vendor approved by BellSouth.

6.4 Completion of Make-Ready Work. BellSouth will issue a License to Licensee at the time all Make-Ready Work necessary to Licensee's attachment or occupancy has been completed.

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5. 7. APPLICATION FORM AND FEES

7.1 Application Process. To apply for a License under this Attachment, Licensee shall submit the appropriate BellSouth administrative form(s), per Exhibit 2, (two (2) sets of each and either a route map specifically indicating Licensee desired route or engineered drawings are to be included). Licensee has the option of (1) requesting copies of BellSouth records only, (2) requesting a records and/or field survey to determine availability, and/or (3) requesting a make-ready estimate. Any Joint Use Pole(s) included in such a request shall be included in the records/field survey and make-ready estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for attachment, Make-Ready Work must be complete or a records or field survey has determined that Make-Ready Work is not required. Licensee shall submit with Licensee's License Application a proposed or estimated construction schedule as set forth below in Section 10.

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

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

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

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

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

	<u>Notices</u>	<u>Billing Address</u>
<i>To Licensee as follows:</i>		
<u>Contact</u>	«Notcontact»	«BAcontact»
<u>Title</u>	«Nottitle»	«BAtitle»
<u>Company</u>	«Company»	«Company»
<u>Address</u>	«Notadd1»	«BAadd1»
<u>Address</u>	«Notadd2»	«BAadd2»
<u>City, State, and Zip Code</u>	«Notcity», «Notstate» «Notzip»	«BAcity», «BAstate» «Notzip»
<u>Telephone</u>	«Nottel»	«BAtel»
<u>Facsimile</u>	«Notfax»	«BAfax»
<u>with a copy to:</u>	«Copypname»	
	«Copytitle»	
<i>and to Licensor as follows:</i>		
<u>Contact</u>	<u>Arthur B. Williams</u>	
<u>Title</u>	<u>Manager</u>	
<u>Company</u>	<u>BellSouth Telecommunications, Inc.</u>	
<u>Address</u>	<u>North W3D2</u>	
<u>Address</u>	<u>3535 Colonnade Parkway</u>	
<u>City, State, and Zip Code</u>	<u>Birmingham, AL 35243</u>	
<u>Telephone</u>	<u>(205) 977-5068</u>	
<u>Facsimile</u>	<u>(205) 977-7997</u>	

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

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

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

8.2.1 The purpose of the Pre-License Survey is to determine whether Licensee's proposed attachments to BellSouth's Poles or occupancy of BellSouth's Conduit and Ducts will substantially interfere with use of BellSouth's Facilities by BellSouth and others with Facilities occupying, connected or attached to BellSouth's Pole or Conduit System and to determine what Make-Ready Work is required to accommodate Licensee's Facilities on BellSouth's Poles, Joint Use Pole(s), or Conduit, Duct, or Right-of-Way and the cost associated with BellSouth performing such Make-Ready Work and to provide information to Licensee for its determination of whether the Pole, Anchor, Anchor/Guy Strand, Conduit, Duct, or Right-of-Way is suitable for its use.

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

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

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

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7. 9. ISSUANCE OF LICENSES

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

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

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

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

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

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9.4 *Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Licensee shall make arrangements with the owners of other Facilities located in or connected to BellSouth's Conduit System or attached to BellSouth's Poles, Anchors or Anchor/Guy Strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their Facilities to accommodate the placement or attachment of Licensee's Facilities in or to BellSouth's structures.*

9.5 *Make-Ready Work on an Expedited Basis. If Licensee is willing to authorize BellSouth to perform Make-Ready Work on an expedited basis, and if BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges, if any. All charges for Make-Ready Work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. After receipt of payment, BellSouth will schedule the work for completion.*

9.6 *License. When Licensee's Application for a Pole attachment or Conduit Occupancy License is approved, and all required Make-Ready Work completed, BellSouth will execute and return a signed authorization to Licensee, as appropriate, authorizing Licensee to attach or place the specified Facilities on BellSouth's Poles or in BellSouth's Conduit or Ducts.*

9.6.1 *Each License issued under this Section shall authorize Licensee to attach to BellSouth's Poles or place or maintain in BellSouth's Conduit or Ducts only those Facilities specifically described in the License, and no others.*

9.6.2 *Except as expressly stated to the contrary in individual Licenses issued hereunder, each License issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.*

8. 10. CONSTRUCTION OF LICENSEE'S FACILITIES

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10.1 *Construction Schedule. Licensee shall submit with Licensee's License Application a proposed or estimated construction schedule. Promptly after the issuance of a License permitting Licensee to attach Facilities to BellSouth's Poles or place Facilities in BellSouth's Conduit or Ducts, Licensee shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Section shall include, at a minimum, the following information:*

10.1.1 *The name, title, business address, and business telephone number of the manager responsible for construction of the Facilities;*

10.1.2 *The names of each contractor and subcontractor which will be involved in the construction activities;*

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10.1.3 The estimated dates when construction will begin and end; and

10.1.4 The approximate dates when Licensee or persons acting on Licensee's behalf will be performing construction work in connection with the placement of Licensee's Facilities in BellSouth's Conduit or Ducts.

10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before Licensee places Facilities in BellSouth's Conduit System:

10.2.1 Licensee shall give written notice of the type of Facilities which are to be placed; and

10.2.2 BellSouth shall designate the particular Duct or Ducts or inner ducts (if Available) to be occupied by Licensee's Facilities, the location and manner in which Licensee's Facilities will enter and exit BellSouth's Conduit System, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the Conduit System. Licensee may not occupy a Duct other than the specified Duct without the express written consent of BellSouth. BellSouth shall provide to Licensee space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

10.3 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation to construct any Facilities for Licensee or to attach Licensee's Facilities to, or place Licensee's Facilities in, BellSouth's Poles or Conduit System, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any License issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.

10.4 Licensee Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by Licensee and BellSouth, Licensee shall be responsible for constructing its own Facilities and attaching those Facilities to, or placing them in BellSouth's Poles, Conduit or Ducts at Licensee's sole Cost and expense. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Licensee's Facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's Pole, in any part of BellSouth's Conduit System or in the vicinity of BellSouth's Poles or Conduit System.

10.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. Licensee shall construct its Facilities in accordance with the provisions of this Section and all Licenses issued hereunder.

10.5.1 Licensee shall construct, attach and place its Facilities in compliance with all Requirements and Specifications set forth above in this Agreement.

10.5.2 Licensee shall satisfy all Legal Requirements set forth above in this Agreement.

10.5.3 Licensee shall not permit any Person Acting on Licensee's Behalf to perform any work on BellSouth's Poles or within BellSouth's Conduit System without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the Pole or Conduit System is suitable for the work to be performed. If Licensee or any person working on Licensee's behalf determines that the condition of the Pole or Conduit System is not suitable for the work to be performed, Licensee shall notify BellSouth of the condition of the Pole or Conduit System in question and shall not proceed with construction activities until Licensee is satisfied that the work can be safely performed.

10.6 Construction Notices. If requested to do so, Licensee shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.

10.7 Points for Attachment. BellSouth shall specify the point of attachment of each Pole or Anchor to be occupied by Licensee's Facilities. Licensee's facilities shall be attached above BellSouth's Facilities. When the Facilities of more than one applicant are involved, BellSouth will attempt, to the extent practicable, to designate the same relative position on each Pole or Anchor for each applicant's Facilities.

Licensee power supply units shall be located in accordance with the National Electrical Safety Code and the Telcordia Blue Book, Manual of Constructions Procedures.

BellSouth will evaluate and approve in its sole discretion, on an individual case basis, the location of certain pole mounted equipment, such as cabinets, amplifiers and wireless equipment including but not limited to antennas. The approval and location of such attachments are dependent upon factors including but not limited to climbing space requirements and the types of existing attachments.

Licensee shall hold BellSouth harmless and indemnify BellSouth for damages to itself or third parties in accordance with Section 23 of this agreement, that result from the operation or maintenance of Licensee's attachments, including but not limited to power supplies, antennas, cabinets and wireless equipment..

10.8 Manhole and Conduit Break-Outs. Licensee shall be permitted to add Conduit ports to BellSouth Manholes when existing Conduits do not provide the pathway connectivity needed by Licensee; provided the structural integrity of the Manhole is maintained, and sound engineering judgment is employed.

10.9 Completion of Licensee Construction. For each Licensee attachment to or occupancy within BellSouth Facilities, Licensee will provide to BellSouth's single-point of contact (within 20 days of Licensee construction-complete date) a complete set of actual placement drawings for posting to BellSouth records.

9. 11. USE AND ROUTINE MAINTENANCE OF LICENSEE'S FACILITIES

11.1 Use of Licensee's Facilities. Each License granted under this Section authorizes Licensee to have access to Licensee's Facilities on or in BellSouth's Poles, Conduits and Ducts as needed

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for the purpose of serving Licensee's customers, including, but not limited to, powering electronics, monitoring Facilities, or transporting signaling.

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11.2 Routine Maintenance of Licensee's Facilities. Each License granted under this Section authorizes Licensee to engage in routine maintenance of Licensee's Facilities located on or in BellSouth's Poles, Conduits, Ducts and ROW pursuant to such License. Licensee shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. Licensee shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's Conduit System.

11.3 Licensee Responsible for Maintenance of Licensee's Facilities. Licensee shall maintain its Facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth above in this Agreement) and all Licenses issued hereunder. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Licensee's Facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's Poles, within BellSouth's Conduit System or in the immediate vicinity of such Poles or Conduit System.

11.4 BellSouth Not Responsible for Maintaining Licensee's Facilities. BellSouth shall have no obligation to maintain any Facilities which Licensee has attached or connected to, or placed in, BellSouth's Poles, Conduits, Ducts or any portion of BellSouth's Conduit System, except to the extent expressly provided by the provisions of this Section or any License issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

11.5 Information Concerning the Maintenance of Licensee's Facilities. Promptly after the issuance of a License permitting Licensee to attach Facilities to, or place Facilities in BellSouth's Poles, Conduits or Ducts, Licensee shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Licensee's Facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of Licensee's Facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on Licensee's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of Licensee's Facilities as reasonably necessary to demonstrate that Licensee and all persons acting on Licensee's behalf are complying with the requirements of this Section and Licenses issued hereunder.

11.6 Identification of Personnel Authorized to Have Access to Licensee's Facilities. All personnel authorized to have access to Licensee's Facilities shall, while working on BellSouth's Poles, in its Conduit System or Ducts or in the vicinity of such Poles, Ducts or Conduit Systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

10. 12. MODIFICATION AND REPLACEMENT OF LICENSEE'S FACILITIES

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

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

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

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

11. 13. REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER

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

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

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13.1.2 Licensee shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' Facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other Licensees as well as Licensee, shall be solely responsible for paying all charges attributable to the rearrangement of such Facilities; provided, however, that if Facilities rearrangements require new Licenses from BellSouth, BellSouth shall issue such Licenses in conjunction with the issuance of the applied-for License to Licensee.

13.2 Rearrangement of Licensee's Facilities at BellSouth's Request. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or authorized Application of another entity seeking access to BellSouth's Poles or Conduit Systems. Licensee agrees that Licensee will, upon BellSouth's request, and at BellSouth's expense, but at no Cost to Licensee, participate with BellSouth (and other Licensees) in the relocation, reconstruction, or modification of BellSouth's Conduit System or Facilities rearrangement. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. Licensee shall, upon BellSouth's request, participate with BellSouth (and other Licensees) in the relocation, reconstruction, or modification of BellSouth's Conduit System or Facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.

13.2.1 Licensee shall make all rearrangements of its Facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or Facility-based service denial to a Licensee customer.

13.2.2 If Licensee fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to Licensee, and Licensee shall reimburse BellSouth for actual costs and expenses incurred by BellSouth in connection with the rearrangement of Licensee's Facilities; provided, however, that nothing contained in this Section or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than Licensee; and provided further, however, that Licensee shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs.

12. 14. EMERGENCY REPAIRS AND POLE REPLACEMENTS

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

13. 15. INSPECTION BY BELL SOUTH OF LICENSEE'S FACILITIES

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

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

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

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

16. NOTICE OF NONCOMPLIANCE

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

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16.2 Disputes over Alleged Noncompliance. If Licensee disputes BellSouth's assertion that Licensee's Facilities are not in compliance, Licensee shall notify BellSouth in writing of the basis for Licensee's assertion that its Facilities are in compliance.

16.3 Failure to Bring Facilities into Compliance. If Licensee has not brought the Facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the Facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's Facilities or those of other users, BellSouth may, at its option and Licensee's expense, take such non-service affecting steps as may be required to bring Licensee's Facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.

16.4 Correction of Conditions by BellSouth. If BellSouth elects to bring Licensee's Facilities into compliance, the provisions of this Section shall apply.

16.4.1 BellSouth will, whenever practicable, notify Licensee in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.

16.4.2 If Licensee's Facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth Manhole, BellSouth may, at Licensee's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach Licensee's Facilities, BellSouth shall endeavor to arrange with Licensee for the reattachment of any Facilities affected.

16.4.3 BellSouth shall, as soon as practicable after performing the work, advise Licensee in writing of the work performed or action taken. Upon receiving such notice, Licensee shall inspect the Facilities and take such steps as Licensee may deem necessary to insure that the Facilities meet Licensee's performance requirements.

16.5 Licensee to Bear Expenses. Licensee shall bear all expenses arising out of or in connection with any work performed to bring Licensee's Facilities into compliance with this Section; provided, however that nothing contained in this Section or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

14. 17. UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BELLSouth'S FACILITIES

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

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

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

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

15. 18. REMOVAL OF LICENSEE'S FACILITIES

18.1 Pole Attachments. Licensee, at its expense, will remove its attachments from any of BellSouth's Poles within thirty (30) days after termination of the License covering such attachments. If Licensee fails to remove its attachments within such thirty (30) day period, BellSouth shall have the right to remove such attachments at Licensee's expense and without any liability on the part of BellSouth for damage or injury to Licensee's attachments unless caused by the negligence or intentional misconduct of BellSouth.

18.2 Conduit Occupancy. Licensee, at its expense, will remove its communications Facilities from a Conduit System within sixty (60) days after:

18.2.1 Termination of the License covering such Conduit Occupancy; or

18.2.2 The date Licensee replaces its existing Facilities in one Duct with substitute Facilities in another Duct.

18.2.3 If Licensee fails to remove its Facilities within the specified period, BellSouth shall have the right to remove such Facilities at Licensee's expense and without any liability on the part of BellSouth for damage or injury to such Facilities unless caused by the negligence or intentional misconduct of BellSouth.

18.3 Continuing Responsibility for Fees and Charges. Licensee shall remain liable for and pay to BellSouth all fees and charges pursuant to provisions of this Agreement until all of Licensee's Facilities are physically removed from BellSouth's Poles or Conduit System.

16. 19. FEES, CHARGES, AND BILLING

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

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

19.3 Rate "True-Up". The parties agree that the fees reflected as interim herein shall be "true-up" (up or down) based on final fees either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state, in which Licensee has either attached to or occupied BellSouth structures (Rights of Way, Conduits, Ducts, and/or Poles), or any other body having jurisdiction over this Agreement (hereinafter "Commission").

Under the "true-up" process, the interim fees for each structure shall be multiplied by the volume of that structure either attached to or occupied by Licensee to arrive at the total interim amount paid ("Total Interim Price"). The final fees for that structure shall be multiplied by the volume of that structure either attached to or occupied by Licensee to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, Licensee shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Licensee.

Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the parties based on such records. In the event of any disagreement as between the records or the parties regarding the amount of such "true-up," the parties agree that the Commission shall be called upon to resolve such differences.

17. _____ 20. ADVANCE PAYMENT AND IMPUTATION

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

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

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

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

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

18. 21. ASSURANCE OF PAYMENT

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

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19. 22. INSURANCE

22.1 Licensee shall obtain and maintain insurance, including endorsements insuring the contractual liability and indemnification provisions of this Agreement, issued by an insurance carrier reasonably satisfactory to Licensor to protect the Licensor, other authorized Licensees, and Joint User(s) from and against all claims demands, causes of action, judgments, costs, including reasonable attorneys' fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Agreement.

22.2 Licensee shall maintain the following amounts of insurance in compliance with (22.1) above:

22.2.1 Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

22.2.2 Umbrella or Excess Liability Insurance with limits of not less than \$10,000,000 per occurrence and in the aggregate.

22.2.3 Business auto coverage for all owned, non-owned, hired and leased vehicles with limits of not less than \$1,000,000 per occurrence and in the aggregate.

22.2.4 Licensee shall name BellSouth as an additional insured on the general liability policy with respects to the terms and conditions of this agreement

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22.3 Licensee shall submit to Licensor certificates by each company insuring Licensee with respect to any insurance required hereunder, such certificate(s) to specify the coverage provided and that such company will not cancel or change any such policy of insurance issued to Licensee except after thirty (30) days written notice to Licensor.

22.3.1 Licensee shall also require agents and subcontractors, if any, who may perform the services to maintain the insurance coverage required herein and to furnish the Licensor certificates of insurance or adequate proof of such insurance. Licensee remains responsible for submitting these certificates in order to meet requirements of Agreement. Any non-compliance with the insurance provisions of this Agreement on the part of any agent or subcontractor shall be the sole responsibility of the Licensee who will be held liable for the performance or non-performance of the agent or subcontractor. Should insurance policy limits be exhausted or should Licensee or its agents and subcontractors fail to maintain the required insurance coverages, neither Licensee nor any of its agents and subcontractors will in any way be relieved from liability.

22.4 Licensee shall also carry such insurance as will protect it from all claims under any Worker's Compensation Law in effect that may be applicable to it as a result of work performed pursuant to this Agreement.

22.5 All insurance required in accordance with 22.2) and 22.3) preceding must be effective before Licensor will authorize attachment to a Pole and/or Anchor, or occupancy of a Conduit System and shall remain in force until such Licensee's Facilities have been removed from all such Pole(s), Anchor(s), Conduit System, or Right of Way. In the event that the Licensee shall fail to maintain the required insurance coverage, Licensor may pay any premium thereon falling due, and the Licensee shall forthwith reimburse the Licensor for any such premium paid.

22.6 If the Licensee's net worth exceeds five hundred million dollars (\$500,000,000), Licensee may elect to request self-insurance status in lieu of obtaining any of the insurance required in 22.2.1 and 22.2.2. Licensee shall provide audited financial statements, interim financials, business history, etc., as per Appendix III to Licensor immediately after receipt of initial agreement information. Licensor shall then review such audited financial statements and respond in writing to Licensee, no later than thirty (30) business days after receipt of the above information, in the event that self-insurance status is not granted to Licensee. If Licensor approves Licensee for self-insurance, Licensee shall annually furnish to Licensor, and keep current, evidence of such net worth that is attested to by one of Licensee's corporate officers. The ability to self-insure shall continue so long as the Licensee meets all of the requirements of 22.6. If the Licensee subsequently no longer satisfies the requirements of 22.6, Licensee is required to purchase insurance as indicated in 22.2.1 and 22.2.2. This agreement will not be finalized prior to approval for self-insuring status if self-insuring is requested by Licensee.

22.7 The net worth requirements set forth in 22.6 may be increased by Licensor from time to time during the term of this Agreement upon thirty (30) days notice to Licensee to at least such minimum limits as shall then be customary with respect to attachment to a Pole and/or Anchor, or occupancy of a Conduit System.

20. _____ 23. INDEMNIFICATION

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

23.2 Licensee shall exercise precaution to avoid damaging the Facilities of Licensor and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the Owner of the occurrence of any such damage caused by Licensee's employees, agents or contractors. Licensee agrees to reimburse the Licensor for all reasonable costs incurred by the Licensor for the physical repair of such Facilities damaged by the negligence of Licensee.

23.3 Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees and agents, Licensor's other Licensees, and Joint User(s) from and against any and all claims, demands, causes of action, damages and costs, including reasonable attorney's fees through appeals incurred by the Licensor, the Licensor's other Licensees and Joint User(s) as a result of acts by the Licensee, its employees, agents or contractors, including but not limited to the Cost of relocating Pole(s), Anchor(s), Guy(s), or Conduit System resulting from a loss of right-of-way or property owner consents and/or the Cost of defending those rights and/or consents.

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23.4 The Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees and agents, Licensor's other Licensees, and Joint User(s) from and against any and all claims, demands, causes of actions and costs, including reasonable attorney's fees, through appeals for damages to property and injury or death to persons, including but not limited to payments under any Worker's Compensation Law or under any plan for employee's disability and death benefits, caused by, arising from, incident to, connected with or growing out of the erection, rearrangement, maintenance, presence, use or removal of Licensee's Facilities, or by their proximity to the Facilities of all parties attached to a Pole, Anchor and/or Guy, or placed in a Conduit System, or by any act or omission of the Licensee's employees, agents or contractors in the vicinity of the Licensor's Pole(s), Anchor(s), Guy(s), or Conduit System.

23.5 The Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees, and agents, Licensor's other Licensees, and Joint User(s) from any and all claims, demands, causes of action and costs, including attorneys' fees through appeals, which arise directly or indirectly from the construction and operation of Licensee's Facilities, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyrights, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and costs, including attorney's fees through appeals for infringement of patents with respect to the construction, maintenance, use and operation of Licensee's Facilities in combination with Pole(s), Anchor(s), Conduit Systems or otherwise.

23.6 Licensee shall promptly advise the Licensor of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the Licensee's Facilities. Licensee shall promptly notify Licensor in writing of any suits or causes of action which may involve Licensor and, upon the request of Licensor, copies of all relevant accident reports and statements made to Licensee's insurer by Licensee or others shall be furnished promptly to Licensor.

21. 24. AUTHORIZATION NOT EXCLUSIVE

22. 24.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. BellSouth shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Agreement and Licensee's rights hereunder.

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23. _____ 25. ASSIGNMENT OF RIGHTS

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

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

24. _____ 26. FAILURE TO ENFORCE

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

25. _____ 27. TERM OF AGREEMENT

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

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

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28. BELLSouth'S INFORMATION

28.1 Scope of BellSouth's Information. Licensee acknowledges that Licensee may acquire information and material that is BellSouth's confidential, proprietary or trade secret information. As used herein, "BellSouth's Information" includes, but is not limited to, all information and documents disclosed by BellSouth, whether written or oral, in the course of this Agreement or in contemplation hereof including, without limitation, all specifications, drawings, sketches, schematics, models, samples, tools, algorithms, technical or business information, research and development, production and engineering processes, costs, profit and margin information, BellSouth lists, marketing, production and future business plans.

28.2 Use of BellSouth's Information. Licensee agrees to take all steps reasonably necessary to hold in trust and confidence BellSouth's Information. Licensee hereby agrees to hold BellSouth's Information in strict confidence, not to disclose it to third parties or to use it, in any way, commercially or otherwise, other than as permitted under this Agreement. Licensee will limit the disclosure of BellSouth's Information to employees with a need to know who: (i) have been advised of the proprietary nature thereof; and (ii) have acknowledged the express obligation to maintain such confidentiality. Licensee's obligations set forth herein shall remain in effect for two (2) years from the receipt of BellSouth's Information considered or deemed to be confidential information, but such obligation of confidentiality will not expire for BellSouth's Information considered or deemed to be a trade secret under applicable law.

28.3 Exceptions. Notwithstanding the other provisions of this Agreement, nothing received by Licensee from BellSouth will be considered to be BellSouth's Information if: (i) it has been published or is otherwise available to the public other than by a breach of this Agreement; (ii) it has been rightfully and lawfully received by Licensee from a Third Party without confidential limitations; (iii) it has been independently developed by Licensee by personnel having no access to BellSouth's Information; (iv) it was known by Licensee prior to its first receipt from BellSouth; (v) it is hereafter disclosed by BellSouth without restriction on further disclosure; or (vi) it is disclosed pursuant to a court order, subpoena or by operation of law, provided Licensee has given BellSouth prior advance written notice in order that BellSouth may attempt to obtain a protective order limiting disclosure and use of the information disclosed.

28.4 Agreement. Licensee hereby agrees that every individual person including but not limited to employees, subcontractors, agents, representatives and other third parties who perform under this Agreement shall execute the appropriate documents to undertake obligations of confidentiality consistent with the terms set forth herein. Licensee hereby agrees to provide evidence of such duly executed documents to BellSouth upon request.

29. LICENSEE'S INFORMATION

29.1 Scope of Licensee's Information. BellSouth acknowledges that Licensee may need to provide BellSouth with certain information and material that is the Licensee's confidential, proprietary or trade secret information. As used herein, "Licensee's Information" may include information and documents disclosed by the Licensee in the course of this Agreement such as by way of example, drawings, sketches, schematics, models, samples, tools, algorithms, technical or business information. All Licensee's Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend. Licensee's information conveyed orally shall be designated as proprietary at the time of disclosure and shall be reduced to writing within ten (10) business days.

29.2 Use of Licensee's Information. BellSouth agrees to take all steps reasonably necessary to hold in trust and confidence Licensee's Information. BellSouth hereby agrees to hold such Licensee's Information in strict confidence, not to disclose it to third parties or to use it, in any way, commercially or otherwise, other than as permitted under this Agreement. BellSouth will limit the disclosure of Licensee's Information to employees, consultants, agents, contractors, affiliated companies and representatives with a need to know who will not be considered as "third parties" and who: (i) have been advised of the proprietary nature thereof; and (ii) have acknowledged the express obligation to maintain such confidentiality. BellSouth's obligations set forth herein shall remain in effect for two (2) years from the receipt of Licensee's Information considered or deemed to be confidential information, but such obligation of confidentiality will not expire for Licensee's Information considered or deemed to be a trade secret under applicable law.

29.3 Exceptions. Notwithstanding the other provisions of this Agreement, nothing received by BellSouth from Licensee will be considered to be Licensee's Information if: (i) it has been published or is otherwise available to the public other than by a breach of this Agreement; (ii) it has been rightfully and lawfully received by BellSouth from a Third Party without confidential limitations; (iii) it has been independently developed by BellSouth by personnel having no access to such Licensee's Information; (iv) it was known by BellSouth prior to its first receipt from Licensee; (v) it is hereafter disclosed by Licensee without restriction on further disclosure; or (vi) it is disclosed to any governmental agency or court of competent jurisdiction by written order, subpoena or decree, or by operation of law, provided BellSouth has given prior notice to Licensee in order that Licensee may attempt to obtain a protective order limiting disclosure and use of the information disclosed.

30. SUPERSEURE OF PREVIOUS AGREEMENT(S)

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

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

«Company» BellSouth Telecommunications, Inc.

Name of Licensee Name of Licensor

By: _____ **By:** _____

Signature _____ Signature _____

Hal G. Henderson

Printed Name _____ Printed Name _____

Ntwk. V. P. – Network Operations Support

Printed Title _____ Printed Title _____

Date _____ Date _____

APPENDIX I

2006 FCC Formula Supported Fees for attachments and/or occupancy effective 1/1/2006 (Re-calculated annually)

Licensee shall pay to Licensor the following fees:

<u>State</u>	<u>Poles</u> <i>(ea. / yr.)</i>		<u>Anchors</u> <i>(ea. / yr.)</i>	<u>Conduit</u> <i>(\$ / ft. / yr.)</i>
	<u>Non-Urban</u>	<u>Urban</u>		
<u>Alabama</u>	<u>\$9.24</u>	<u>\$6.13</u>	<u>Same as poles</u>	<u>\$0.16</u>
<u>Kentucky ←</u>				<u>\$0.70</u>
<u> 2-user</u>	<u>\$ 9.45</u>	<u>\$9.45</u>	<u>\$12.90</u>	
<u> 3-user</u>	<u>\$5.35</u>	<u>\$5.35</u>	<u>\$8.60</u>	
<u>Louisiana</u>	<u>\$6.90→</u>	<u>\$6.90→</u>		<u>\$0.37</u>
<u>Mississippi</u>	<u>\$7.57</u>	<u>\$5.02</u>		<u>\$ 2.50 ↑</u>
<u>Tennessee</u>	<u>\$10.91</u>	<u>\$7.24</u>		<u>\$0.26</u>
<u>Florida</u>	<u>\$8.10</u>	<u>\$5.37</u>		<u>\$0.31</u>
			<u>Miami River crossing</u>	<u>\$17.13</u>
<u>Georgia</u>	<u>\$8.87</u>	<u>\$5.88</u>		<u>\$0.22</u>
<u>North Carolina</u>	<u>\$7.58</u>	<u>\$5.03</u>		<u>\$0.24</u>
<u>South Carolina</u>	<u>\$5.31</u>	<u>\$3.52</u>		<u>\$0.24</u>

← Kentucky rates are currently equal to tariff rates; to be re-calculated annually per FCC formula

↑ Tariff rate in Mississippi

→ Louisiana pole rates are determined by the Louisiana PSC.

Urban and non-urban are defined by the Bureau of Census as follows: Urban is a city plus the closely-settled urban fringe that together has a minimum population of 50,000. Non-urban is less than 50,000.

Conduit rates will apply to each passageway (innerduct).

- i) For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.
- ii) The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.
- iii) The rates set forth above for attachments will apply to wireless attachments only if there are no apparatus cabinets and antennae attached to the pole. On poles where apparatus cabinets and antennae are attached, a flat annual rate of per pole will apply. The rates are \$23.34(AL), \$25.35 (KY), \$21.35 (LA), \$19.12 (MS), \$27.57 (TN), \$20.47 (FL), \$22.41, (GA), \$19.15, (NC) and \$13.42 (SC). This flat rate will be reviewed annually by BellSouth and BellSouth and Licensee will amend this Agreement to reflect the new rate proposed by BellSouth.

← - - - Formatted: Bullets and Numbering

Pole Attachment Transfer Rate

Per Pole (throughout BellSouth region)

\$41.00

Appendix II
Records Maintenance Centers

	<u>Plant Records</u>	<u>Right of Way Records</u>
<u>Records Maintenance Center</u>	<u>Regional Landbase Admin. Center</u>	
<u>5228 Central Avenue</u>	<u>Attn.: Right of Way Records</u>	
		<u>Charlotte,</u>
<u>NC 28212</u>	<u>16 GG 1 BST</u>	
<u>Bay Street</u>		<u>301 W.</u>
	<u>Jacksonville, FL 32201</u>	

Appendix III
Request to Self-Insure
Information Sheet

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

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

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

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

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

Attachment 9

Performance Measurements

Performance Measurements

BellSouth shall comply with the Service Quality Measurement Plan, Kentucky Performance Metrics, attached to this agreement. Notwithstanding any provisions of the Service Quality Measurement Plan adopted by the Public Service Commission in April 2005, SouthEast reserves the right to audit the accuracy of the remedy payments made by BellSouth to SouthEast in conjunction with the Plan. Such audits may be conducted by SouthEast on a monthly basis. BellSouth data required by SouthEast to perform the audit shall be provided by BellSouth to SouthEast at SouthEast's corporate offices in Kentucky.

Deleted: Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally,

Deleted: implement

Deleted: in that state such

Deleted: Performance Measurements

Deleted: as of the date specified by the Commission

Attachment 10

BellSouth Disaster Recovery Plan

CONTENTS

PAGE

1.0 Purpose 2

2.0 Single Point of Contact 2

3.0 Identifying the Problem 2

3.1 Site Control 3

3.2 Environmental Concerns 4

4.0 The Emergency Control Center (ECC) 4

5.0 Recovery Procedures 5

5.1 CLEC Outage 5

5.2 BellSouth Outage 5

5.2.1 Loss of Central Office 6

5.2.2 Loss of a Central Office with Serving Wire Center Functions 6

5.2.3 Loss of a Central Office with Tandem Functions 6

5.2.4 Loss of a Facility Hub 7

5.3 Combined Outage (CLEC and BellSouth Equipment) 7

6.0 T1 Identification Procedures 7

7.0 Acronyms 8

Attachment 10

Page 2

Version: 4Q05 Standard ICA

11/30/05

1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a 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 FCC to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. A description of the TSP Program as it may be amended from time to time is available at the following BellSouth Interconnection Services Web site: <http://interconnection.bellsouth.com/products/vertical/tsp.html>. 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 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.

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.

CCCS 658 of 672

Attachment 10

Page 3

Version: 4Q05 Standard ICA

11/30/05

For long-term outages, recovery efforts will be coordinated by the 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.

CCCS 659 of 672

Attachment 10

Page 4

Version: 4Q05 Standard ICA

11/30/05

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 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 CCCS 660 of 672

Attachment 10

Page 5

Version: 4Q05 Standard ICA

11/30/05

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 BELL SOUTH 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 CO 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.

CCCS 661 of 672

Attachment 10

Page 6

Version: 4Q05 Standard ICA

11/30/05

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 CO

When BellSouth loses a CO, 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.

5.2.2 Loss of a CO with SWC Functions

The loss of a CO that also serves as a SWC will be restored as described in Section 5.2.1.

5.2.3 Loss of a CO with Tandem Functions

When BellSouth loses a CO 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

CCCS 662 of 672

Attachment 10

Page 7

Version: 4Q05 Standard ICA

11/30/05

found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

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.](#)

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

[In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. 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.](#)

[CCCS 663 of 672](#)

[Attachment 10](#)

[Page 8](#)

[Version: 4Q05 Standard ICA](#)

[11/30/05](#)

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](#)

[CCCS 664 of 672](#)

[Attachment 10](#)

[Page 9](#)

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/index.html>. Information concerning Mechanized Disaster Reports can also be found at this Web site by clicking on CURRENT MDR REPORTS or by going directly to

<http://www.interconnection.bellsouth.com/network/disaster/mdrdocs.html>.

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.](#)

Deleted: Version 3Q00:10/19/00 ¶
Attachment 11 Page 1 ¶
Attachment 11 BellSouth Disaster Recovery Plan ¶
The attached BellSouth Disaster Recovery Plan is for the state of Tennessee. The BellSouth Disaster Recovery Plan for the remaining states can be accessed via the internet @ <http://www.interconnection.bellsouth.com>. ¶
Attachment 11 Page 2 ¶
2000
BELLSOUTH
TENNESSEE
DISASTER RECOVERY PLANNING
¶
For ¶
CLECS
¶
Attachment 11 Page 3 ¶
CONTENTS ¶
PAGE ¶
1.0 Purpose 4 ¶
2.0 Single Point of Contact 4 ¶
3.0 Identifying the Problem 4 ¶
3.1 Site Control 5 ¶
3.2 Environmental Concerns 6 ¶
4.0 The Emergency Control Center (ECC) 6 ¶
5.0 Recovery Procedures 7 ¶
5.1 CLEC Outage 7 ¶
5.2 BellSouth Outage 7 ¶
5.2.1 Loss of Central Office 8 ¶
5.2.2 Loss of a Central Office with Serving Wire Center Functions 8 ¶ [42]

Deleted: AMENDMENT TO THE AGREEMENT BETWEEN SOUTHEAST TELEPHONE, INC. AND BELLSOUTH TELECOMMUNICATIONS, INC. DATED OCTOBER 9, 2001 ¶
Pursuant to this Amendment, (the "Amendment"), SouthEast Telephone, Inc. ("SouthEast"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated October 9, 2001, ("Agreement"). ¶
WHEREAS, BellSouth and SouthEast entered into the Agreement on October 9, 2001, 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: ¶
<#> The Parties agree to amend Attachment 2 by adding provisions for LATAwide Local Calling by adding Paragraph 4.1.3.2.1, Paragraph 4.1.3.2.2, Paragraph 4.1.3.2.3, Paragraph 4.1.3.2.4, Paragraph 4.1.3.2.5, Paragraph 4.1.3.2.6 and Paragraph 4.1.3.2.7 attached hereto and incorporated by reference as ... [43]

- 13.2.1 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.
- 13.2.2 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.
- 13.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.
- 13.3.1 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.
- 13.3.2 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.
- 13.3.3 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.
- 13.3.4 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.

- 13.3.5 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.
- 13.3.6 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.
- 13.3.7 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.

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.

Page 14: [3] Deleted Sharon Thomas 4/27/2006 8:49:00 AM

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.

Page 14: [4] Deleted Sharon Thomas 4/27/2006 8:50:00 AM

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

Page 29: [5] Deleted Sharon Thomas 3/4/2006 12:34:00 PM

- 6.6 BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.
- 6.6.1 Such security deposit shall take the form of cash for cash equivalent, an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- 6.6.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.
- 6.6.3 Such security deposit shall be two months' estimated billing.
- 6.6.4 The fact that a security deposit has been made in no way relieves SouthEast from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.
- 6.6.5 BellSouth reserves the right to increase the security deposit

requirements after a thirty (30) day notice, when, in its reasonable judgment, changes in SouthEast's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.

7.1 Prior to submitting orders to BellSouth for local service, a master account must be established for SouthEast. SouthEast is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number (“OCN”) assigned by the National Exchange Carriers Association (“NECA”) and a tax exemption certificate, if applicable.

DISCOUNT*

STATE	RESIDENCE	BUSINESS	CSAs***
ALABAMA	16.3%	16.3%	
FLORIDA	21.83%	16.81%	
GEORGIA	20.3%	17.3%	
KENTUCKY	16.79%	15.54%	
LOUISIANA	20.72%	20.72%	9.05%
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
TENNESSEE**	16%	16%	

* When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state’s exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

** In Tennessee, if SouthEast provides its own operator services and directory services,

the discount shall be 21.56%. SouthEast must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

*** Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

Attachment 1 Page 17 Exhibit A

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

BellSouth has developed and made available the following mechanized systems by which SouthEast may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the Table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	Electronic Per LSR received from the CLEC by one of the OSS interactive interfaces	Manual Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
OSS LSR Charge	\$3.50	\$19.99
USOC	SOMEK	SOMAN

SouthEast will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentages shown

below:

Year	Ratio: Mechanized/Total LSRs
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLEC's future manual LSRs for the following quarter will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs. However, in cases such as Local Number Portability (LNP), Remote Call Forwarding (RCF), extensions and transfer orders, where paper orders are required, BellSouth will not include such orders in the total percentage of paper order placed in a given year.

LINE INFORMATION DATA BASE (LIDB)

STORAGE AGREEMENT

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of SouthEast and pursuant to which BellSouth, its LIDB customers and SouthEast shall have access to such information. SouthEast understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of SouthEast, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection/Resale Agreement upon notice to SouthEast's account team to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum is hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

- Billed Number Screening
- Calling Card Validation

Fraud Control

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

Attachment 1 Page 21 EXHIBIT C

SouthEast understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. SouthEast further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from End Users. Additionally, SouthEast understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on SouthEast's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate SouthEast's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) SouthEast agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for SouthEast's End User accounts which are resident in LIDB pursuant to this Agreement. SouthEast authorizes BellSouth to place such charges on SouthEast's bill from BellSouth and agrees that it shall pay all such charges. Charges for which SouthEast hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- (c) SouthEast shall have the responsibility to render a billing statement to its End Users for these charges, but SouthEast's obligation to pay BellSouth for the charges billed shall be independent of whether SouthEast is able or not to collect from SouthEast's End Users.
- (d) BellSouth shall not become involved in any disputes between SouthEast and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to SouthEast. It shall be the

responsibility of SouthEast and the other entity to negotiate and arrange for any appropriate adjustments.

II. FEES FOR SERVICE AND TAXES

- A. SouthEast will not be charged a fee for storage services provided by BellSouth to SouthEast, as described in Section I of this Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing

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jurisdiction with respect to the provision of the service set forth herein will be paid by SouthEast in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

III. MISCELLANEOUS

- A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.
- B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.

C. This LIDB Storage Agreement constitutes the entire Agreement between SouthEast and BellSouth with respect to the subject matter hereof and supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to LIDB Storage.

Attachment 1 Page 23 EXHIBIT C

RESALE ADDENDUM

TO LINE INFORMATION DATA BASE (LIDB)

STORAGE AGREEMENT

I. GENERAL

This Addendum sets forth the terms and conditions for SouthEast's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by SouthEast, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.
- D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
- E. PIN number - a four digit security code assigned by BellSouth which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by SouthEast.

Attachment 1 Page 24 EXHIBIT C

- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling

Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by SouthEast.

III. RESPONSIBILITIES OF PARTIES

A. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. SouthEast will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

B. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of SouthEast. BellSouth will not issue line-based calling cards in the name of SouthEast's individual End Users. In the event that SouthEast wants to include calling card numbers assigned by SouthEast in the BellSouth LIDB, a separate agreement is required.

C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BellSouth is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.

Determine whether SouthEast has identified the billing number as one which should not be billed for collect or third number calls, or both.

3. High Frequency Spectrum Network Element

3.1 General

3.1.1 BellSouth shall provide SouthEast access to the high frequency portion of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user ("High Frequency Spectrum") at the rates set forth in Exhibit C. BellSouth shall provide SouthEast with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

3.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is

intended to allow SouthEast the ability to provide Digital Subscriber Line (“xDSL”) data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 CFR Section 51.230, including, but not limited to, ADSL, HDSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. SouthEast shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. SouthEast shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

- 3.1.3 The following loop requirements are necessary for SouthEast to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. BellSouth will provide SouthEast access to the Unbundled Loop Modification (Line Conditioning), in accordance with Section 2.2 of this Agreement. BellSouth is not required to condition a loop for access to the high frequency spectrum if conditioning of that loop significantly degrades BellSouth’s voice service. If SouthEast requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, SouthEast shall pay for the loop to be restored to its original state.
- 3.1.4 SouthEast’s termination point is the point of termination for SouthEast on the toll main distributing frame in the central office (“Termination Point”). BellSouth will use jumpers to connect SouthEast’s connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to SouthEast’s xDSL equipment in SouthEast’s collocation space.
- 3.1.5 SouthEast shall have access to the splitter for test purposes, irrespective of where the splitter is placed in the BellSouth premises.
- 3.2 Provisioning of High Frequency Spectrum and Splitter Space
 - 3.2.1 BellSouth will provide SouthEast with access to the High Frequency Spectrum as follows:
 - 3.2.1.1 BellSouth will install splitters within forty-two (42) calendar days of SouthEast’s submission of such order to the BellSouth Complex Resale

Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice.

- 3.2.1.2 Once a splitter is installed on behalf of SouthEast in a central office, SouthEast shall be entitled to order the High Frequency Spectrum on lines served out of that central office.
- 3.2.1.2.1 BellSouth will bill and SouthEast shall pay the SOMAN and SOMEK charges as described in Section 2.13 of this Agreement when SouthEast orders High Frequency Spectrum for end-user service.
- 3.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide SouthEast access to data ports on the splitter. At least 30 days before making a change in splitter suppliers, BellSouth will provide SouthEast with a carrier notification letter, informing SouthEast of change. SouthEast shall purchase ports on the splitter as set forth more fully below.
- 3.2.1.4 BellSouth will install the splitter in (i) a common area close to the SouthEast collocation area, if possible; or (ii) in a BellSouth relay rack as close to the SouthEast DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified SouthEast DS0 at such time that a SouthEast end user's service is established.
- 3.2.1.5 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, and SouthEast desires to continue providing xDSL service on such loop, SouthEast shall be required to purchase a full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and SouthEast desires to continue providing xDSL service on such loop, SouthEast shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. To the extent commercially practicable, BellSouth shall give SouthEast notice in a reasonable time prior to disconnect, which notice shall give SouthEast an adequate opportunity to notify BellSouth of its intent to purchase such loop. In those cases in which BellSouth no longer provides voice service to the end user and SouthEast purchases the full stand-alone loop, SouthEast may elect the type of loop it will purchase. SouthEast will pay the appropriate recurring and non-recurring rates for such loop as set forth

in Exhibit C to this Attachment. In the event SouthEast purchases a voice grade loop, SouthEast acknowledges that such loop may not remain xDSL compatible.

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

3.3 Ordering

3.3.1 To order High Frequency Spectrum on a particular loop, SouthEast must have a DSLAM collocated in the central office that serves the end-user of such loop. SouthEast may order splitters in a central office once it has installed its Digital Subscriber Line Access Multiplexer (“DSLAM”) in that central office. BellSouth will install these splitters within the interval provided in paragraph 3.2.1.1.

3.3.2 BellSouth will devise a splitter order form that allows SouthEast to order splitter ports in increments of 24 ports.

3.3.2.1 BellSouth will provide SouthEast the Local Service Request (“LSR”) format to be used when ordering the High Frequency Spectrum.

3.3.3 BellSouth will provide access to the High Frequency Spectrum within the following target intervals: BellSouth will return a manual Firm Order Confirmation (“FOC”) in no more than two (2) business days after receipt of a valid, error free manual LSR. When SouthEast submits an electronic LSR for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time, or, for orders that do not flow-through, in two (2) business days. BellSouth will provide SouthEast with access to the High Frequency Spectrum at the following target intervals:

3.3.3.1 For 1-5 lines at the same address within three (3) business days from BellSouth’s issuance of a FOC; 6-10 lines at same address within 5 business days from BellSouth’s issuance of a FOC; and more than 10 lines at the same address is to be negotiated.

3.3.4 BellSouth will provide to SouthEast BellSouth’s Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering as described below.

3.3.5 BellSouth will provide SouthEast access to the Preordering Loop Makeup (LMU), in accordance with Section 2.14 of this Agreement. BellSouth shall bill and SouthEast shall pay the rates for such services, as described in Exhibit C.

3.4 Maintenance and Repair

- 3.4.1 SouthEast shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. SouthEast may access the loop at the point where the combined voice and data signal exits the central office splitter.
- 3.4.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point of demarcation in the central office. SouthEast will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 3.4.3 SouthEast shall inform its end users to direct data problems to SouthEast, unless both voice and data services are impaired, in which event the end users should call BellSouth.
- 3.4.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the loop.
- 3.4.5 In the event SouthEast's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify SouthEast and allow twenty-four (24) hours to cure the trouble. If SouthEast fails to resolve the trouble, BellSouth may discontinue SouthEast's access to the High Frequency Spectrum on such loop.

3.5 Rates

The prices that SouthEast shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If SouthEast purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

3.6 Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

4. Switching

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

4.1 Local Switching

- 4.1.1 BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an

unbundled basis, except as set forth below in Section 4.1.3.3 to SouthEast for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to SouthEast for the provision of a telecommunications service only in the limited circumstance described below in Section 4.4.6.

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

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

4.1.3.1 Definition

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

4.1.3.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for SouthEast when SouthEast serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

- 4.1.3.3 In the event that SouthEast orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more 2-wire voice-grade loops from a BellSouth central office in an MSA listed above, BellSouth shall charge SouthEast the market based rate in Exhibit C for use of the local circuit switching functionality for the affected facilities.
- 4.1.3.4 A featureless port is one that has a line port, switching facilities, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by SouthEast. Any features that are not currently then capable but are technically feasible through the switch can be requested through the NBR/BFR process.
- 4.1.3.5 BellSouth will provide to SouthEast customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform pursuant to Section 10 of Attachment 2; (iii) for SouthEast's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by SouthEast. SouthEast customers may use the same dialing arrangements as BellSouth customers.
- 4.1.3.6 Remote Switching Module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.
- 4.1.3.7 Switching Capability will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g. call forwarding) and Centrex capabilities.
- 4.1.3.8 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to SouthEast purchasing local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. SouthEast customers may use the same dialing arrangements as BellSouth customers, but obtain a SouthEast branded service.
- 4.1.4 Technical Requirements
- 4.1.4.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.
- 4.1.4.2 Local Switching shall be equal to or better than the requirements for Local Switching set forth in the applicable industry standard technical references.
- 4.1.4.3 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

- 4.1.4.4 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by SouthEast will be made pursuant to the BFR/NBR Process as set forth in General Terms and Conditions.
- 4.1.4.5 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 4.1.4.6 BellSouth shall activate service for SouthEast customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to SouthEast's services without loss of switch feature functionality as defined in this Agreement.
- 4.1.4.7 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 4.1.4.8 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 4.1.4.9 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a nondiscriminatory manner.
- 4.1.4.10 BellSouth shall perform manual call trace and permit customer originated call trace.
- 4.1.4.11 Special Services provided by BellSouth will include the following:
 - 4.1.4.11.1 Telephone Service Prioritization;
 - 4.1.4.11.2 Related services for handicapped;
 - 4.1.4.11.3 Soft dial tone where required by law; and
 - 4.1.4.11.4 Any other service required by law.
- 4.1.4.12 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer

Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.

- 4.1.4.13 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 4.1.4.14 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to SouthEast, upon a reasonable request from SouthEast. SouthEast will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.
- 4.1.4.15 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party.
- 4.1.4.16 BellSouth shall offer to SouthEast all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services
- 4.1.4.17 Where capacity exists, BellSouth shall assign each SouthEast customer line the class of service designated by SouthEast (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from SouthEast customers to SouthEast directory assistance operators at SouthEast's option.
- 4.1.4.18 Where capacity exists, BellSouth shall assign each SouthEast customer line the class of services designated by SouthEast (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from SouthEast customers to SouthEast operators at SouthEast's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to SouthEast Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.
- 4.1.4.19 Local Switching shall be offered in accordance with the technical specifications set forth in the applicable industry standard references.
- 4.1.5 Interface Requirements. BellSouth shall provide the following interfaces to loops:
 - 4.1.5.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
 - 4.1.5.2 Coin phone signaling;
 - 4.1.5.3 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;
 - 4.1.5.4 Two-wire analog interface to PBX;

- 4.1.5.5 Four-wire analog interface to PBX;
- 4.1.5.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
- 4.1.5.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;
- 4.1.5.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
- 4.1.5.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 4.1.6 BellSouth shall provide access to the following but not limited to:
 - 4.1.6.1 SS7 Signaling Network or Multi-Frequency trunking if requested by SouthEast;
 - 4.1.6.2 Interface to SouthEast operator services systems or Operator Services through appropriate trunk interconnections for the system; and
 - 4.1.6.3 Interface to SouthEast Directory Assistance Services through the SouthEast switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other SouthEast required access to interexchange carriers as requested through appropriate trunk interfaces.

4.2 **Tandem Switching**

4.2.1 Definition

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

4.2.2 Technical Requirements

Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

- 4.2.2.1 Tandem Switching shall provide signaling to establish a tandem connection;

- 4.2.2.2 Tandem Switching will provide screening as jointly agreed to by SouthEast and BellSouth;
- 4.2.2.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
- 4.2.2.4 Tandem Switching shall provide access to Toll Free number portability database as designated by SouthEast;
- 4.2.2.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));
- 4.2.2.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
- 4.2.2.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 4.2.3 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.
- 4.2.4 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLECs (e.g., between a CLEC end office and the end office of another CLEC).
- 4.2.5 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 4.2.6 Tandem Switching shall record billable events and send them to the area billing centers designated by SouthEast. Tandem Switching will provide recording of all billable events as jointly agreed to by SouthEast and BellSouth.
- 4.2.7 Upon a reasonable request from SouthEast, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to SouthEast.
- 4.2.8 BellSouth shall maintain SouthEast's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 4.2.9 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.

- 4.2.10 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth's switching network shall be mutually agreed to by SouthEast and BellSouth.
- 4.2.11 Tandem Switching shall process originating toll-free traffic received from SouthEast's local switch.
- 4.2.12 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.
- 4.2.13 Interface Requirements
- 4.2.13.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 4.2.13.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
- 4.2.13.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
- 4.2.13.4 Tandem Switching shall interconnect with SouthEast's switch, using two-way trunks, for traffic that is transiting via BellSouth's network to interLATA or intraLATA carriers. At SouthEast's request, Tandem Switching shall record and keep records of traffic for billing.
- 4.2.13.5 Tandem Switching shall provide an alternate final routing pattern for SouthEast's traffic overflowing from direct end office high usage trunk groups.
- 4.2.13.6 Tandem Switching shall be equal to or better than the requirements for Tandem Switching set forth in the applicable technical references.
- 4.3 **AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers**
- 4.3.1 BellSouth will provide AIN Selective Carrier Routing at the request of SouthEast. AIN Selective Carrier Routing will provide SouthEast with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.
- 4.3.2 SouthEast shall order AIN Selective Carrier Routing through its Account

Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.

- 4.3.3 AIN Selective Carrier Routing is not available in DMS 10 switches.
- 4.3.4 Where AIN Selective Carrier Routing is utilized by SouthEast, the routing of SouthEast's end user calls shall be pursuant to information provided by SouthEast and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed' basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.
- 4.3.5 Upon ordering of AIN Selective Carrier Routing Regional Service, SouthEast shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit C of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit C of this Attachment. For each SouthEast end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit C of this Attachment, payable to BellSouth pursuant to the terms of the General Terms and Conditions, incorporated herein by this reference. SouthEast shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit C of this Attachment.
- 4.3.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 due up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN_SCR Central Office Identification Form - Form C, AIN_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has 30 days to respond to the client's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to the client, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.
- 4.3.7 The non-recurring End Office Establishment Charge will be billed to the client following BellSouth's normal monthly billing cycle for this type of order.
- 4.3.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The non-recurring

End-User Establishment Charges will be billed to the client following BellSouth's normal monthly billing cycle for this type of order.

4.3.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to the client following the normal billing cycle for per query charges.

4.3.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc, will be billed per contracted rates.

4.4 **Packet Switching Capability**

4.4.1 Definition

Version 3Q00: 10/19/00

The packet switching capability network element is defined as the function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units.

4.4.2 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:

4.4.2.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

4.4.2.2 There are no spare copper loops capable of supporting the xDSL services SouthEast seeks to offer;

4.4.2.3 BellSouth has not permitted SouthEast to deploy a DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has SouthEast obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR § 51.319 (b); and

4.4.2.4 BellSouth has deployed packet switching capability for its own use.

4.4.3 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute

resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

4.4 **Interoffice Transmission Facilities**

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

4.5 **Rates**

The prices that SouthEast shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If SouthEast purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

4.6 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

- 5.3.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link (“EEL”) as defined in Section 5.3.2 below.
- 5.3.2 Subject to Section 5.3.3 below, BellSouth will provide access to the EEL in the combinations set forth in Section 5.3.4 following. This offering is intended to provide connectivity from an end user’s location through that end user’s SWC to SouthEast’s POP serving wire center. The circuit must be connected to SouthEast’s switch for the purpose of provisioning telephone exchange service to SouthEast’s end-user customers. The EEL will be connected to SouthEast’s facilities in SouthEast’s collocation space at the POP SWC, or SouthEast may purchase BellSouth’s access facilities between SouthEast’s POP and SouthEast’s collocation space at the POP SWC.
- 5.3.3 BellSouth shall provide EEL combinations to SouthEast in Georgia regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to SouthEast those EEL combinations described in Section 5.3.4 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available EEL combinations to SouthEast in density Zone 1, as defined in 47 CFR 69.123 as of January 1,

1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs regardless of whether or not such EELs are Currently Combined. Except as stated above, EELs will be provided to SouthEast only to the extent such network elements are Currently Combined.

- 5.3.4 EEL Combinations
 - 5.3.4.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
 - 5.3.4.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

 - Version 3Q00: 10/19/00
 - 5.3.4.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
 - 5.3.4.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
 - 5.3.4.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
 - 5.3.4.6 DS1 Interoffice Channel + DS1 Local Loop
 - 5.3.4.7 DS3 Interoffice Channel + DS3 Local Loop
 - 5.3.4.8 STS-1 Interoffice Channel + STS-1 Local Loop
 - 5.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
 - 5.3.4.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
 - 5.3.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
 - 5.3.4.12 4wire VG Interoffice Channel + 4-wire VG Local Loop
 - 5.3.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
 - 5.3.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop
- 5.3.5 EEL combinations for DS1 level and above will be available only when SouthEast provides and handles at least one third of the end user's local traffic over the facility provided. In addition, on the DS1 loop portion of

the combination, at least fifty (50) percent of the activated channels must have at least five (5) percent local voice traffic individually and, for the entire DS1 facility, at least ten (10) percent of the traffic must be local voice traffic.

5.3.6 When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.

5.3.7 Special Access Service Conversions

5.3.7.1 SouthEast may not convert special access services to combinations of loop and transport network elements, whether or not SouthEast self-provides its entrance facilities (or obtains entrance facilities from a third party), unless SouthEast uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent SouthEast requests to convert any special access services to combinations of loop and transport network elements at UNE prices, SouthEast shall provide to BellSouth a letter certifying that SouthEast is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option SouthEast seeks to qualify for conversion of special access circuits. SouthEast shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

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

5.3.7.1.2 SouthEast certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each

of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at SouthEast's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

- 5.3.7.1.3 SouthEast certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. SouthEast does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.
- 5.3.7.2 In addition, there may be extraordinary circumstances where SouthEast is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.3.7.1. In such case, SouthEast may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon SouthEast's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.
- 5.3.7.3 BellSouth may at its sole discretion audit SouthEast records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and SouthEast shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, SouthEast shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that SouthEast is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from SouthEast.
- 5.3.7.4 SouthEast may convert special access circuits to combinations of loop and

transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.

Page 73: [13] Deleted	Sharon Thomas	3/6/2006 12:00:00 PM
5.3.8.1	Georgia	
5.3.8.2	The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 5.3.4, whether Currently Combined or new, are as set forth in Exhibit C of this Attachment.	
5.3.8.3	On an interim basis, for combinations of loop and transport network elements not set forth in Section 5.3.4, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone nonrecurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.	
5.3.8.4	To the extent that SouthEast seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, SouthEast, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.	
5.3.8.5	All Other States	

Page 73: [14] Deleted	Sharon Thomas	3/6/2006 12:41:00 PM
	Subject to Section 5.3.2 and 5.3.3 preceding, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 5.3.4 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit C of this Attachment.	

Page 73: [15] Deleted	Sharon Thomas	4/25/2006 6:11:00 PM
5.4	Other Network Element Combinations	
5.4.1.1	In the state of Georgia, BellSouth shall make available to SouthEast, in accordance with Section 5.4.2.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to SouthEast, in accordance	

with Section 5.4.2.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.

5.4.2 Rates

5.4.2.1 Georgia

5.4.2.1.1 The non-recurring and recurring rates for Other Network Element combinations, whether Currently Combined or new, are as set forth in Exhibit C of this Attachment.

5.4.2.1.2 On an interim basis, for Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.

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

5.4.2.2 All Other States

Page 73: [16] Deleted Sharon Thomas 4/25/2006 6:11:00 PM

5.4.2.2.1 For all other states, the non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit C of this Attachment.

Page 73: [17] Deleted Sharon Thomas 3/6/2006 12:44:00 PM

5.6 **Port/Loop Combinations**

5.6.1 At SouthEast's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 5.6.3 below, that are Currently Combined in BellSouth's network except as specified in Sections 5.6.1.1 and 5.6.1.2 below.

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

- 5.6.1.2 In accordance with effective and applicable FCC rules, BellSouth shall not be required to provide circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to SouthEast if SouthEast's customer has 4 or more DS0 equivalent lines.
- 5.6.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. BellSouth shall make available the following loop and port combinations at the terms and at the rates set forth below:
- 5.6.2.1 In Georgia, BellSouth shall provide to SouthEast combinations of port and loop network elements to SouthEast on an unbundled basis regardless of whether or not such combinations are Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 5.6.1.2 above. The rates for such combinations shall be the cost based rates set forth in Exhibit C of this Attachment.
- 5.6.2.2 In all other states, BellSouth shall provide to SouthEast combinations of port and loop network elements on an unbundled basis if such combinations are Currently Combined, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2 above. The rates for such combinations shall be the cost based rates set forth in Exhibit C of this Attachment.
- 5.6.2.3 In all states other than Georgia, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2, BellSouth shall provide to SouthEast combinations of port and loop network elements that are not Currently Combined. The rates for such combinations shall be negotiated by the Parties.
- 5.6.2.4 In those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2, BellSouth shall provide to SouthEast combinations of port and loop network elements whether or not such combinations are Currently Combined. The rates for Currently Combined combinations are the market based rates as set forth in Exhibit C. The rates for not Currently Combined combinations shall be negotiated by the Parties.

- 6.3.1 Definition of Common (Shared) Transport
- 6.3.1.1 Common (Shared) Transport is an interoffice transmission path between two BellSouth end-offices, BellSouth end-office and a local tandem, or between two local tandems. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common (Shared) Transport.
- 6.3.2 Technical Requirements of Common (Shared) Transport
- 6.3.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office (“CO to CO”) connections in the appropriate industry standards.
- 6.3.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.
- 6.3.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.
- 6.3.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standard technical references.
- 6.4 **Dedicated Transport**
- 6.4.1 Definitions
- 6.4.2 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.
- 6.4.3 Unbundled Local Channel
- 6.4.4 Unbundled Local Channel is the dedicated transmission path between SouthEast’s Point of Presence and the BellSouth Serving Wire Center’s collocation.
- 6.4.5 Unbundled Interoffice Channel.
- 6.4.6 Unbundled Interoffice Channel is the dedicated transmission path that provides telecommunication between BellSouth’s Serving Wire

Centers' collocations.

6.4.7

Page 75: [19] Deleted Sharon Thomas 3/6/2006 1:08:00 PM

For those states that do not contain rates in this Attachment the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, these interim rates will be subject to true up, and the Parties will amend the Agreement to reflect the new rates.

Page 90: [20] Deleted Sharon Thomas 3/10/2006 11:17:00 AM

10.2 Operator Systems

10.2.1 Definition. Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

10.3 Operator Service

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

10.3.2 Requirements

10.3.2.1 When SouthEast requests BellSouth to provide Operator Services, the following requirements apply:

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

Version 3Q00: 10/19/00

10.3.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

10.3.2.1.3 BellSouth shall process calls that are billed to SouthEast end user's calling card that can be validated by BellSouth.

- 10.3.2.1.4 BellSouth shall complete person-to-person calls.
- 10.3.2.1.5 BellSouth shall complete collect calls.
- 10.3.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.
- 10.3.2.1.7 BellSouth shall complete station-to-station calls.
- 10.3.2.1.8 BellSouth shall process emergency calls.
- 10.3.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.
- 10.3.2.1.10 BellSouth shall process emergency call trace, as it does for its own end users prior to the Effective Date. Call must originate from a 911 provider.
- 10.3.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
- 10.3.2.1.12 BellSouth shall adhere to equal access requirements, providing SouthEast local end users the same IXC access as provided to BellSouth end users.
- 10.3.2.1.13 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to SouthEast that BellSouth provides for its own operator service.
- 10.3.2.1.14 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 10.3.2.1.15 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by SouthEast.
- 10.3.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to SouthEast in accordance with CLEC ODUF standards specified in Attachment 7.

10.3.3 Interface Requirements

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

10.4 **Directory Assistance Service**

- 10.4.1 Definition. Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.

10.4.2 Requirements

10.4.3 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by SouthEast's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. If not available, SouthEast may request such requirement pursuant to the BFR/NBR Process as set forth in General Terms and Conditions.

10.4.4 Directory Assistance Service Updates

10.4.4.1 BellSouth shall update end user listings changes daily. These changes include:

10.4.4.1.1 New end user connections: BellSouth will provide service to SouthEast that is equal to the service it provides to itself and its end users;

10.4.4.1.2 End user disconnections: BellSouth will provide service to SouthEast that is equal to the service it provides to itself and its end users; and

10.4.4.1.3 End user address changes: BellSouth will provide service to SouthEast that is equal to the service it provides to itself and its end users;

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

10.4.5 Branding for Operator Call Processing and Directory Assistance

10.4.5.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to SouthEast end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows SouthEast to have its calls custom branded with SouthEast's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.

10.4.5.2 BellSouth offers four service levels of branding to SouthEast when ordering Directory Assistance and/or Operator Call Processing.

10.4.5.2.1 Service Level 1 - BellSouth Branding

10.4.5.2.2 Service Level 2 - Unbranded

10.4.5.2.3 Service Level 3 - Custom Branding

- 10.4.5.2.4 Service Level 4 - Self Branding (applicable only to SouthEast for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).
- 10.4.6 For Resellers and Use with an Unbundled Port
 - 10.4.6.1 BellSouth Branding is the Default Service Level.
 - 10.4.6.2 Unbranding, Custom Branding, and Self Branding require SouthEast to order selective routing for each originating BellSouth end office identified by SouthEast. Rates for Selective Routing are set forth in this Attachment.
 - 10.4.6.3 Custom Branding and Self Branding require SouthEast to order dedicated trunking from each BellSouth end office identified by SouthEast, to either the BellSouth Traffic Operator Position System (TOPS) or SouthEast Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.
 - 10.4.6.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by SouthEast to the BellSouth TOPS. These calls are routed to "No Announcement."
- 10.4.7 For Facilities Based Carriers
 - 10.4.7.1 All Service Levels require SouthEast to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.
 - 10.4.7.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, Interactive Voice Subsystem (IVS) and Network Applications Vehicle (NAV) equipment for which SouthEast requires service.
- 10.4.8 Directory Assistance customized branding uses:
 - 10.4.8.1 the recording of the name;
 - 10.4.8.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.
- 10.4.9 Operator Call Processing customized branding uses:
 - 10.4.9.1 the recording of the name;
 - 10.4.9.2 the front-end loading of the DRAM in the TOPS Switch;
 - 10.4.9.3 the back-end loading in the audio units in the Automated Alternate

Billing System (AABS) in the Interactive Voice Subsystem (IVS);

- 10.4.9.4 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).
- 10.4.9.5 BellSouth will provide to SouthEast purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. SouthEast end users may use the same dialing arrangements as BellSouth end users, but obtain a SouthEast branded service.

True-Up

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

- 13.1 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:
- 13.2 The interim prices 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 (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement.
- 13.3 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution

Process set forth in Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a “negotiated Agreement” under Section 252(e) of the Act.

- (a) 13.4 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and SouthEast specifically or upon all carriers generally, such as a generic cost proceeding.

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of SouthEast and pursuant to which BellSouth, its LIDB customers and SouthEast shall have access to such information. SouthEast understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of SouthEast, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection Agreement upon notice to SouthEast’s account team to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum is hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

Billed Number Screening
Calling Card Validation
Fraud Control

C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth’s LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify SouthEast of fraud alerts so that SouthEast may take action it deems appropriate. SouthEast understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by SouthEast pursuant to this Agreement, in the same manner as BellSouth’s data for BellSouth’s end user customers. BellSouth shall not be responsible to SouthEast for any lost revenue which may result from BellSouth’s administration of the LIDB

pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time. SouthEast understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearinghouses. SouthEast further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, SouthEast understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on SouthEast's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate SouthEast's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) SouthEast agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for SouthEast's end user accounts which are resident in LIDB pursuant to this Agreement. SouthEast authorizes BellSouth to place such charges on SouthEast's bill from BellSouth and agrees that it shall pay all such charges. Charges for which SouthEast hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- (c) SouthEast shall have the responsibility to render a billing statement to its end users for these charges, but SouthEast's obligation to pay BellSouth for the charges billed shall be independent of whether SouthEast is able or not to collect from SouthEast's end users.
- (d) BellSouth shall not become involved in any disputes between SouthEast and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to SouthEast. It shall be the responsibility of SouthEast and the other entity to negotiate and arrange for any appropriate adjustments.

II. FEES FOR SERVICE AND TAXES

- A. SouthEast will not be charged a fee for storage services provided by BellSouth to SouthEast, as described in Section I of this Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by

SouthEast in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

III. MISCELLANEOUS

- A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.
- B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.
- C. This LIDB Storage Agreement constitutes the entire Agreement between SouthEast and BellSouth with respect to the subject matter hereof and supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to LIDB Storage.

FACILITIES BASED ADDENDUM TO LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

This is a Facilities Based Addendum to the Line Information Data Base Storage Agreement dated _____, between BellSouth Telecommunications, Inc. ("BellSouth"), and _____ ("SouthEast"), effective the ____ day of _____, ____.

I. GENERAL

This Addendum sets forth the terms and conditions for SouthEast's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by SouthEast, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number - a number that SouthEast creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten digit number that identifies a telephone line administered by SouthEast.
- C. Special billing number - a ten-digit number that identifies a billing account

established by SouthEast.

- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four-digit security code assigned by SouthEast which is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by SouthEast.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by SouthEast.

III. RESPONSIBILITIES OF PARTIES

- A. SouthEast will provide its billing number information to BellSouth's LIDB each business day by a method that has been mutually agreed upon by both Parties.
- B. BellSouth will store in its LIDB the billing number information provided by SouthEast. Under normal operating conditions, BellSouth shall include SouthEast's billing number information in its LIDB no later than two business days following BellSouth's receipt of such billing number information, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of SouthEast's working telephone numbers.
- C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BellSouth is authorized to use the billing number information provided by SouthEast to perform the following functions for authorized users on an on-line basis: Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by SouthEast, and where the last four digits (PIN) are a security code assigned by SouthEast.
Determine whether SouthEast or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.
- E. SouthEast will provide its own billing number information to BellSouth for storage and to be used for Billed Number Screening and Calling Card Validation. SouthEast will arrange and pay for transport of updates to BellSouth.

IV. COMPLIANCE

Unless expressly authorized in writing by SouthEast, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

3.7.1 Within six (6) months after execution of this agreement, SouthEast shall provide an initial interconnection trunk group forecast for each LATA that it shall provide service within BellSouth's region. Upon receipt of SouthEast's forecast, the Parties shall schedule and participate in a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.

3.7.2 At a minimum, the forecast shall include the projected quantity of Transit Trunks, SouthEast-to-BellSouth one-way trunks ("SouthEast Trunks"), BellSouth-to-SouthEast one-way trunks ("Reciprocal Trunks") and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' local and intraLATA toll. The quantities shall be projected for a minimum of six months in advance and shall include the current year plus next two years total forecasted quantities. Considering SouthEast's provided forecast, the Parties shall mutually develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities for the time periods listed and to be included within the initial forecast.

3.7.3 Additionally all forecasts shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for SouthEast location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

3.7.4 Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

3.7.5 The submitting and development of interconnection trunk forecasts shall not replace the ordering process in place for local interconnection trunks.

3.7.6 Once initial interconnection trunk forecasts have been developed, SouthEast shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. SouthEast shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. Interconnection trunk forecasts shall be updated and provided to BellSouth on an as needed basis, but no less frequently than semiannually and no more frequently than monthly. Upon receipt of SouthEast's forecast, including forecast updates, the Parties shall confer to

mutually develop BellSouth Reciprocal Trunk and/or two-way interconnection trunk forecasted quantities for the listed time periods within such subsequent forecasts.

- 6.3 Application Response. In Alabama, North Carolina, and Tennessee, in addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. Sufficient detail will be provided to permit SouthEast a reasonable opportunity to correct each deficiency. SouthEast must correct any deficiencies in its Application and resubmit a Bona Fide Application within ten (10) calendar days of being notified of the deficiencies in the original Application. If SouthEast fails to resubmit its Application as Bona Fide within this ten (10) day period, SouthEast will lose its place in the collocation queue. When space has been determined to be available, BellSouth will provide a written response (“Application Response”), which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.
- 6.3.1 Application Response. Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, the following will apply. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.3.2 Application Response (Florida). Within fifteen (15) calendar days of receipt of a Bona Fide Application, BellSouth will respond as to whether space is available or not available within a particular Premises. Additionally, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available,

BellSouth will provide a written response (“Application Response”) including sufficient information to enable SouthEast to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When SouthEast submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

- 6.3.3 Application Response (Georgia) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

- 6.3.5 Application Response (Louisiana). In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. BellSouth will respond as to whether space is available or not available within a particular Premises in accordance with Section 2. Additionally, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response (“Application Response”) including sufficient information to enable SouthEast to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. BellSouth will respond with a full Application Response within 30 calendar days for one to ten Applications; 35 calendar days for eleven to twenty Applications; and for requests of more than twenty Application it is increased by five calendar days for every five Applications received within five business days.

- 6.3.6 Application Response (Mississippi). In addition to the notice of space availability pursuant to Section 2. BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) business days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and

the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications 1-5; within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.4 Application Modifications. In Alabama, North Carolina, and Tennessee, if a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of SouthEast or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval and BellSouth shall charge SouthEast a Subsequent Application Fee. Major changes such as requesting additional space or adding equipment may require SouthEast to submit the Application with an Application Fee.

6.4.1 Application Modifications. For all States that have ordered provisioning intervals but not application response intervals, and except as otherwise specified, the following will apply: If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of SouthEast or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate SouthEast's Bona Fide Application as a result of changes requested by SouthEast to SouthEast's original application, then BellSouth will charge SouthEast a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require SouthEast to resubmit the Application with an Application Fee.

6.4.2 Application Modifications (Florida). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing

Contact Information, either at the request of SouthEast or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within fifteen (15) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate SouthEast's Bona Fide Application as a result of changes requested by SouthEast to SouthEast's original Application, then BellSouth will charge SouthEast a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require SouthEast to resubmit the Application with an Application Fee.

6.4.4 Application Modifications (Mississippi). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of SouthEast or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) business days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate SouthEast's Bona Fide Application as a result of changes requested by SouthEast to CLEC's original Application, then BellSouth will charge SouthEast a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require SouthEast to resubmit the Application with an Application Fee.

6.4.5 Application Modifications (Louisiana). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of SouthEast or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. BellSouth will respond to such modifications or revisions within 30 calendar days for one to ten revised Applications; 35 calendar days for eleven to twenty revised Applications; and for requests of more than twenty revised Applications it is increased by five calendar days for every five revised Applications received within five business days. If, at any time, BellSouth needs to reevaluate SouthEast's Bona Fide Application as a result of changes requested by SouthEast to CLEC's original application, then BellSouth will charge SouthEast a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require SouthEast to resubmit the application with an Application Fee.

6.5 Bona Fide Firm Order. In Alabama, North Carolina, and Tennessee, SouthEast shall indicate its intent to proceed with equipment installation in a

BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document (“Firm Order”) to BellSouth. A Firm Order shall be considered Bona Fide when SouthEast has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than seven (7) calendar days after BellSouth’s Application Response to SouthEast’s Bona Fide Application, unless BellSouth provides an Application Response on or before the ten-day response interval set forth in section 2.1, in which case SouthEast must submit its Bona Fide Firm Order to BellSouth within seventeen (17) calendar days of BellSouth’s receipt of the Bona Fide Application. If SouthEast fails to submit its Bona Fide Firm Order to BellSouth within the time frames set forth above, the provisioning intervals set forth in section 6.6 shall apply from the date of receipt of the Bona Fide Firm Order and not from the date of the Bona Fide Application. If SouthEast fails to submit a Bona Fide Firm Order within fifteen (15) days of receipt of An Application Response, the Application will expire.

- 6.5.1 Bona Fide Firm Order. Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. SouthEast shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document (“Firm Order”) to BellSouth. A Firm Order shall be considered Bona Fide when SouthEast has completed the Application/Inquiry process described in Section 6.2, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth’s Application Response to SouthEast’s Bona Fide Application or the Application will expire.

- 6.6.1 Construction and Provisioning Interval (Florida). BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 45 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and SouthEast cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

- 6.6.2 Construction and Provisioning Interval (Georgia). BellSouth will use best

efforts to complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will use best efforts to complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order and 90 calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with SouthEast or seek a waiver from this interval from the Commission.

6.6.3 Construction and Provisioning Interval (Louisiana). BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

6.6.4 Construction and Provisioning Interval (Mississippi). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or

permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

7.4 Space Preparation Fee in Georgia. In Georgia, the Space Preparation Fee is a onetime fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event SouthEast opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to SouthEast as prescribed in Section 7.7.

7.5 Space Preparation Fee in North Carolina. In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal -48V DC ampere requirements specified by SouthEast on the Bona Fide Application. The space preparation charges apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date SouthEast first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event SouthEast opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to SouthEast as described in Section 7.7.

Rates marked with an asterisk (*) are interim and are subject to true-up

**EXHIBIT A: BELLSOUTH/SouthEast RATES – ALABAMA
PHYSICAL COLLOCATION**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
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PE1BA	Application Fee	Per request	NA	\$3,760.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,134.00 Minimum
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees Firm Order Processing* Central Office Modifications* Common Systems Modifications – Cageless* Common Systems Modifications – Caged*	Per sq. ft. Per sq. ft. Per cage	\$2.24 \$3.01 \$102.16	\$1,211.00
PE1BW PE1C W	Space Enclosure (100 sq. ft. minimum) Welded Wire- mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$178.65 \$17.52	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$3.68	NA
PE1BD	Cable Installation	Per cable	NA	\$1,751.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.67	NA
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power* 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$9.00 \$5.63 \$11.26 \$16.89 \$38.99	NA ----
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2PE1F4	Cross Connects 2-wire4-wire DS-1 DS-3 2-fiber 4-fiber	Per cross connect	\$0.31 \$0.62 \$1.28 \$16.27 \$3.23 \$5.73	First/Add'l \$33.68/\$31.79 \$33.63/\$31.67 \$52.93/\$39.87 \$51.99/\$38.59 \$52.00/\$38.60 \$64.54/\$51.14

Attachment 4 - Rates Page 36 Attachment 4 - Rates Page 37

ALABAMA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)

PE1AX PE1A1 PE1AA PE1AR	Security Access System Security System* New Access Card Activation* Administrative change, existing card* Replace lost or stolen card*	Per central office Per card Per card Per card	\$52.27 \$.059	\$55.57 \$15.58 \$45.56
PE1AK PE1AL	Initial Key Replace lost or stolen key	Per key Per key	NA NA	\$26.19 \$26.19
PE1SR	Space Availability Report*	Per premises requested		\$2,150.00
PE1PE PE1PFPE1PG PE1PHPE1B2 PE1B4	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect 4-Wire Cross-Connect DS1 Cross- Connect DS3 Cross- Connect 2-Fiber Cross- Connect 4-Fiber Cross- Connect	Per cross connect	\$0.08 \$0.17 \$0.69 \$4.74 \$32.02 \$40.48	NA NA NA NA NA NA
PE1CR PE1CD PE1CO PE1C1 PE1C3 PE1CB	Cable Records ₁ Cable Records VG/DS0 Cable VG/DS0 Cable DS1 DS3 Fiber Cable	Per request Per cable record Per each 100 pair Per T1TIE Per T3TIE Per cable record	NA NA NA NA NA NA	Note 2 Initial/Subsequent \$1708/\$1166 \$923.51/\$923.51 \$18.02/\$18.02 \$8.44/\$8.44 \$29.53/\$29.53 \$278.95/\$278.95

ALABAMA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non- Recurring Rate (NRC)
PE1BTPE1OTPE1PT	Security Escort Basic Time Overtime Premium Time	Per half hr/add'l half hr	NA NA NA	\$33.85/\$21.45 \$44.09/\$27.71 \$54.33/\$33.96

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records.

The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried.

The subsequent charge applies when additional cables are installed and inventoried at the same location.

Attachment 4 - Rates Page
38 Attachment
4 - Rates Page
39

**EXHIBIT A: BELLSOUTH/SouthEast RATES – FLORIDA
PHYSICAL COLLOCATION**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request		\$3,791.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,160.00
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees Firm Order Processing Central Office Modifications Common Systems Modifications – Cageless Common Systems Modifications – Caged	Per sq. ft. Per sq. ft. Per cage	\$2.58 \$2.96 \$100.66	\$1,211.00
PE1BW PE1C W	Space Enclosure (100 sq. ft. minimum) Wire Cage Wire Cage	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$205.93 \$20.20	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$6.57	NA
PE1BD	Cable Installation	Per cable		\$1,826.00
PE1PM	Cable Support Structure		\$21.66	NA

PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power 120V AC Power single phase 240V AC Power single phase 120V AC Power three phase 277 AC Power three phase	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$8.86 \$5.62 \$11.26 \$16.88 \$38.98	NA ----
	Cross Connects 2-wire 4-wire DS1 DS3 2-fiber 4-fiber	Per cross connect Per cross connect Per cross connect Per cross connect Per cross connect Per cross connect	\$0.74 \$1.48 \$1.29 \$17.48 \$2.96 \$5.66	First/Add'l \$34.53/\$32.51 \$34.54/\$32.53 \$54.15/\$40.94 \$53.28/\$39.65 \$53.28/\$39.66 \$66.08/\$52.47

FLORIDA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX PE1A1 PE1AA PE1AR	Security Access System Security System New Access Card Activation Administrative change, existing card Replace lost or stolen card	Per premises Per card Per card Per card	\$89.48 \$.06	\$56.03 \$15.71 \$45.93
PE1AK PE1AL	Initial Key Replace lost or stolen key	Per key Per key	NA NA	\$26.41 \$26.41
PE1SR	Space Availability Report	Per premises requested		\$2,168.00
	POT Bay (Note 1)		NA	NA
PE1CR PE1CD PE1CO PE1C1 PE1C3 PE1CB	Cable Records ² Cable Records VG/DS0 Cable VG/DS0 Cable DS1 DS3 Fiber Cable	Per request Per cable record Per each 100 pair Per T1TIE Per T3TIE Per cable record	NA NA NA NA NA NA	Note 3 initial/subsequent \$1709/\$1166 \$923.86/\$923.86 \$18.03/\$18.03 \$8.44/\$8.44 \$29.54/\$29.54 \$279.05/\$279.05

PE1BQ PE1OQ PE1PQ	Security Escort Basic Time Overtime Premium Time	Per ¼ hour	NA NA NA	\$10.89 \$13.64 \$16.40
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Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **POT Bays:** BellSouth’s Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the Parties to the Proceeding that they will always provide their own POT Bays. It will be necessary for SouthEast to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.

(2) Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

(3) The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

Version 3Q00: 10/13/00

Attachment 4

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Rates marked with an asterisk (*) are interim and subject to true-up

**EXHIBIT A: BELLSOUTH/SouthEast RATES – GEORGIA
PHYSICAL COLLOCATION**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
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PE1BA	Application Fee	Per request	NA	\$3,755.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,130.00 Minimum
PE1BB	Space Preparation Fee (Note 2)	Per sq. ft.	NA	\$100.00
PE1BW PE1C W	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$187.36 \$18.38	NA NA
PE1PJ PE1PK	Floor Space Zone A Zone B	Per sq. ft. Per sq. ft.	\$4.47 \$4.47	NA NA
PE1BD	Cable Installation	Per cable	NA	\$1,693.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.26	NA
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$5.00 \$5.52 \$11.05 \$16.58 \$38.27	NA ----
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2PE1F4	Cross Connects 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per cross connect	\$0.31 \$0.61 \$1.13 \$14.43 \$2.86 \$5.08	First/Add'l \$33.76/\$31.86 \$33.77/\$31.80 \$53.05/\$39.99 \$52.14/\$38.71 \$52.14/\$38.72 \$64.74/\$51.31

Attachment 4
- Rates Page
41

GEORGIA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)

PE1AX PE1A1 PE1AA PE1AR	Security Access System Security System* New Access Card Activation* Administrative change, existing card* Replace lost or stolen card*	Per premises Per card Per card Per card	\$40.00 \$.058	\$55.51 \$15.56 \$45.50
PE1AK PE1AL	Initial Key Replace lost or stolen key	Per key Per key	NA NA	\$26.16 \$26.16
PE1SR	Space Availability Report*	Per premises requested		\$2,148.00
PE1PE PE1PFPE1PG PE1PHPE1B2 PE1B4	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect 4-Wire Cross-Connect DS1 Cross-Connect DS3 Cross-Connect 2 Fiber Cross-Connect 4 Fiber Cross-Connect	Per cross- connect	\$0.40 \$1.20 \$1.20 \$8.00 \$38.79 \$52.31	NA NA NA NA NA NA
PE1CR PE1CD PE1CO PE1C1 PE1C3 PE1CB	Cable Records ₁ Cable Records VG/DS0 Cable VG/DS0 Cable DS1 DS3 Fiber Cable	Per request Per cable record Per each 100 pair Per T1TIE Per T3TIE Per cable record	NA NA NA NA NA NA	Note 2 Initial/subsequent \$1706/\$1164 \$922.38/\$922.38 \$18.00/\$18.00 \$8.43/\$8.43 \$29.49/\$29.49 \$278.61/\$278.61
PE1BTPE1OTPE1PT	Security Escort Basic Time Overtime Premium Time	Per half hr./Add'l half hr.	NA NA NA	\$33.81/\$21.42 \$44.03/\$27.67 \$54.26/\$33.92

N/A refers to rate elements which do not have a negotiated rate.

Note (1) Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

Rates marked with an asterisk (*) are interim and are subject to true-up.

EXHIBIT A: BELLSOUTH/SouthEast RATES – KENTUCKY
PHYSICAL COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,761.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,135.00 Minimum
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees Firm Order Processing* Central Office Modifications* Common Systems Modifications – Cageless* Common Systems Modifications – Caged*	Per sq. ft. Per sq. ft. Per cage	\$2.38 \$3.30 \$112.11	\$1,202.00
PE1BW PE1C W	Space Enclosure (100 sq. ft. minimum) Welded Wire- mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$189.85 \$18.62	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$8.20	NA

PE1BD	Cable Installation	Per cable	NA	\$1,755.00
PE1PM	Cable Support Structure	Per entrance cable	\$20.14	NA
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power* 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$8.77 \$5.58 \$11.16 \$16.74 \$38.65	NA ----
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2PE1F4	Cross Connects 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per cross connect	\$0.037 \$0.075 \$1.51 \$19.15 \$3.80 \$6.75	First/Add'l \$33.67/\$31.78 \$33.66/\$31.70 \$52.97/\$39.90 \$52.04/\$38.62 \$52.04/\$38.63 \$64.59/\$51.18

Attachment 4
- Rates Page
43

KENTUCKY (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX PE1A1 PE1AA PE1AR	Security Access System Security System* New Access Card Activation Administrative change, existing card Replace lost or stolen card	Per premises Per card Per card	\$78.11 \$.059	\$55.59 \$15.59 \$45.58
PE1AK PE1AL	Initial Key Replace lost or stolen key	Per key Per key	NA NA	\$26.20 \$26.20
PE1SR	Space Availability Report	Per premises requested		\$2,151

PE1PE PE1PFPE1PG PE1PHPE1B2 PE1B4	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect 4-Wire Cross-Connect DS1 Cross-Connect DS3 Cross-Connect 2 Fiber Cross-Connect 4 Fiber Cross-Connect	Per cross- connect	\$0.06 \$0.15 \$0.58 \$4.51 \$38.79 \$52.31	NA NA NA NA NA NA
PE1BTPE1OTPE1PT	Security Escort Basic Time Overtime Premium Time	Per half hr./Add'l half hr.	NA NA NA	\$33.86/\$21.46 \$44.10/\$27.72 \$54.35/\$33.97
PE1CR PE1CD PE1CO PE1C1 PE1C3 PE1CB	Cable Records ₁ Cable Records VG/DS0 Cable VG/DS0 Cable DS1 DS3 Fiber Cable	Per request Per cable record Per each 100 pair Per T1TIE Per T3TIE Per cable record	NA NA NA NA NA NA	Note 2 Initial/subsequent \$1709/1166 \$923.83/\$923.83 \$18.03/\$18.03 \$8.44/\$8.44 \$29.54/\$29.54 \$279.05/\$279.05

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records.

The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried.

The subsequent charge applies when additional cables are installed and inventoried at the same location.

Rates marked with an asterisk (*) are interim and are subject to true-up.

**EXHIBIT A: BELLSOUTH/SouthEast RATES – LOUISIANA
PHYSICAL COLLOCATION**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3756.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3131.00 Minimum
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees Firm Order Processing* Central Office Modifications* Common Systems Modifications – Cageless* Common Systems Modifications – Caged*	Per sq. ft. Per sq. ft. Per cage	\$2.60 \$3.15 \$105.87	\$1,200.00
PE1BW PE1C W	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$207.06 \$20.31	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$5.94	NA
PE1BD	Cable Installation	Per cable	NA	\$1,753.00
PE1PM	Cable Support Structure	Per entrance cable	\$21.16	NA
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power* 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$9.20 \$5.66 \$11.34 \$17.00 \$39.26	NA ----

PE1P2 PE1P4 PE1P1 PE1P3	Cross Connects 2-wire4-wire DS-1 DS-3	Per cross connect	\$0.036 \$0.073 \$1.20 \$15.26	First/Add'l \$33.61/\$31.76 \$33.53/\$31.58 \$52.80/\$39.76 \$51.86/\$38.49
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Attachment 4 - Rates Page 45 Attachment 4 - Rates Page 46

LOUISIANA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1F2PE1F4	Cross Connects (continued) 2-fiber 4-fiber	Per cross connect	\$3.03 \$5.38	First/Add'l \$51.86/\$38.49 \$64.36/\$50.99
PE1AX PE1A1 PE1AA PE1AR	Security Access System Security System* New Access Card Activation* Administrative change, existing card* Replace lost or stolen card	Per premises Per card Per card Per card	\$60.60 \$0.060	\$55.51 \$15.57 \$45.51
PE1AK PE1AL	Initial Key Replace lost or stolen key	Per key Per key	NA NA	\$26.16 \$26.16
PE1SR	Space Availability Report*	Per premises requested		\$2,148
PE1PE PE1PFPE1PG PE1PHPE1B2 PE1B4	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross- Connect 4-Wire Cross- Connect DS1 Cross- Connect DS3 Cross- Connect 2 Fiber Cross- Connect 4 Fiber Cross- Connect	Per cross- connect	\$0.0776 \$0.1552 \$0.6406 \$4.75 \$47.44 \$63.97	NA NA NA NA NA NA

PE1CR PE1CD PE1CO PE1C1 PE1C3 PE1CB	Cable Records ¹ Cable Records VG/DS0 Cable VG/DS0 Cable DS1 DS3 Fiber Cable	Per request Per cable record Per each 100 pair Per T1TIE Per T3TIE Per cable record	NA NA NA NA NA NA	Note 2 Initial/subsequent \$1706/\$1165 \$922.51/\$922.51 \$18.00/\$18.00 \$8.43/\$8.43 \$29.49/\$29.49 \$278.65/\$278.65
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LOUISIANA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BTPE1OTPE1PT	Security Escort Basic Time Overtime Premium Time	Per half hr./Add'l half hr.	NA NA NA	\$33.97/\$21.53 \$44.25/\$27.81 \$54.53/\$34.09

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

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Rates marked with an asterisk (*) are interim and are subject to true-up.

**EXHIBIT A: BELLSOUTH/SouthEast RATES – MISSISSIPPI
PHYSICAL COLLOCATION**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,755.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,130.00 Minimum
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees Firm Order Processing* Central Office Modifications* Common Systems Modifications – Cageless* Common Systems Modifications – Caged*	Per sq. ft. Per sq. ft. Per cage	\$2.61 \$2.88 \$97.85	\$1,200.00
PE1BW PE1C W	Space Enclosure(100 sq. ft. minimum) Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$208.30 \$20.43	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$6.53	
PE1BD	Cable Installation	Per cable	NA	\$1,871.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.90	NA
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power* 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$8.96 \$5.61 \$11.23 \$16.84 \$38.89	NA ----
PE1P2 PE1P4	Cross Connects 2-wire4-wire	Per cross connect	\$0.038 \$0.076	First/Add'l \$33.65/\$31.77 \$33.46/\$31.52

Attachment 4 - Rates Page 48 Attachment 4 - Rates Page 49

MISSISSIPPI (continued)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P1 PE1P3 PE1F2PE1F4	Cross Connects (continued) DS-1 DS-3 2-fiber 4-fiber	Per cross connect	\$1.30 \$16.55 \$3.28 \$5.83	First/Add'l \$52.73/\$39.70 \$51.78/\$38.43 \$51.78/\$38.43 \$64.27/\$50.91
PE1AX PE1A1 PE1AA PE1AR	Security Access System Security System* New Access Card Activation* Administrative change, existing card* Replace lost or stolen card	Per premises Per card Per card Per card	\$85.54 \$.061	\$55.50 \$15.56 \$45.50
PE1AK PE1AL	Initial Key Replace lost or stolen key	Per key Per key	NA NA	\$26.16 \$26.16
PE1SR	Space Availability Report*	Per premises requested		\$2,147.00
PE1PE PE1PFPE1PG PE1PHPE1B2 PE1B4	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect 4-Wire Cross-Connect DS1 Cross- Connect DS3 Cross- Connect 2 Fiber Cross- Connect 4 Fiber Cross- Connect	Per cross- connect	\$0.1195 \$0.2389 \$0.9862 \$5.81 \$38.79 \$52.31	NA NA NA NA NA NA
PE1CR PE1CD PE1CO PE1C1 PE1C3 PE1CB	Cable Records ₁ Cable Records VG/DS0 Cable VG/DS0 Cable DS1 DS3 Fiber Cable	Per request Per cable record Per each 100 pair Per T1TIE Per T3TIE Per cable record	NA NA NA NA NA NA	Note 2 Initial/subsequent \$1706/1164 \$922.28/\$922.28 \$18.00/\$18.00 \$8.42/\$8.42 \$29.49/\$29.49 \$278.58/\$278.58

MISSISSIPPI (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)

	Security Escort Basic Time Overtime Premium Time	Per half hr./Add'l half hr.		\$33.80/\$21.42 \$44.03/\$27.67 \$54.26/\$33.92
PE1BTPE1OTPE1PT			NA NA NA	

Note(s):

N/A refers to rate elements which do not have a negotiated rate. Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

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Rates marked with an asterisk (*) are interim and are subject to true-up.

**EXHIBIT A: BELLSOUTH/SouthEast RATES – NORTH CAROLINA
PHYSICAL COLLOCATION**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee*	Per request	NA	\$3,850.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,119.00 Minimum

	Space Preparation Fees Central Office Modification* Common Systems Modification – Cageless* Common Systems Modification – Caged* Power*	Per sq. ft. Per sq. ft. Per cage Per nominal –48v DC Amp	\$1.57 \$3.26 \$110.79 \$5.76	
PE1BW PE1C W	Space Enclosure (100 sq. ft. minimum) Welded Wire- mesh* Welded Wire-mesh*	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$102.76 \$10.44	NA NA
PE1PJ	Floor Space*	Per sq. ft.	\$3.45	NA
PE1BD	Cable Installation*	Per cable	NA	\$2,305.00
PE1PM	Cable Support Structure*	Per entrance cable	\$21.33	NA
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power* 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$6.65 \$5.50 \$11.01 \$16.51 \$38.12	NA ----
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2PE1F4	Cross Connects (Note 1) 2- wire* 4-wire* DS-1* DS-3* 2-fiber 4-fiber	Per cross connect	\$0.32 \$0.64 \$2.34 \$42.84 \$2.94 \$5.62	First/Add'l \$41.78/\$39.23 \$41.91/\$39.25 \$71.02/\$51.08 \$69.84/\$49.43 \$51.97/\$38.59 \$64.53/\$51.15

Attachment 4 - Rates Page 51 Attachment 4 - Rates Page 52

NORTH CAROLINA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)

PE1AX PE1A1 PE1AA PE1AR	Security Access System Security System* New Access Card Activation* Administrative change, existing card* Replace lost or stolen card	Per premises Per card Per card Per card	\$41.03 \$.062	\$55.30 \$15.51 \$45.34
PE1AK PE1AL	Initial Key Replace lost or stolen key	Per key Per key	NA NA	\$26.18 \$26.18
PE1SR	Space Availability Report*	Per premises requested		\$2,140.00
PE1PE PE1PFPE1PG PE1PHPE1B2 PE1B4	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect 4-Wire Cross-Connect DS1 Cross-Connect DS3 Cross-Connect 2 Fiber Cross-Connect 4 Fiber Cross-Connect	Per cross- connect	\$0.10 \$0.19 \$0.79 \$4.85 \$45.30 \$61.09	NA NA NA NA NA NA
PE1BTPE1OTPE1PT	Security Escort Basic Time Overtime Premium Time	Per half hr./Add'l half hr.	NA NA NA	\$42.92/\$25.56 \$54.51/\$32.44 \$66.10/\$39.32
PE1CR PE1CD PE1CO PE1C1 PE1C3 PE1CB	Cable Records ₁ Cable Records VG/DS0 Cable VG/DS0 Cable DS1 DS3 Fiber Cable	Per request Per cable record Per each 100 pair Per T1TIE Per T3TIE Per cable record	NA NA NA NA NA NA	Note 2 Initial/subsequent \$1707/\$1165 \$923.08/\$923.08 \$18.02/\$18.02 \$8.43/\$8.43 \$29.51/\$29.51 \$278.82/\$278.82

**EXHIBIT A: BELLSOUTH/SouthEast RATES – NORTH CAROLINA
PHYSICAL COLLOCATION (continued)**

Note(s):

N/A refers to rate elements which do not have a negotiated rate. Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. Note 2: The initial charge applies

when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

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Rates marked with an asterisk (*) are interim and are subject to true-up.

**EXHIBIT A: BELLSOUTH/SouthEast RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3768.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,141.00 Minimum
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees Firm Order Processing* Central Office Modifications* Common Systems Modifications – Cageless* Common Systems Modifications – Caged*	Per sq. ft. Per sq. ft. Per cage	\$2.75 \$3.24 \$110.17	\$1,204.00
PE1BW PE1C W	Space Enclosure (100 sq. ft. minimum) Welded Wire- mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$219.19 \$21.50	NA NA

PE1PJ	Floor Space	Per sq. ft.	\$3.95	NA
PE1BD	Cable Installation	Per cable	NA	\$1,621.00
PE1PM	Cable Support Structure	Per entrance cable	\$21.33	NA
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power* 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$9.19 \$5.67 \$11.36 \$17.03 \$39.33	NA ----
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2PE1F4	Cross Connects 2-wire4-wire DS-1 DS-3 2-fiber 4-fiber	Per cross connect	\$0.034 \$0.068 \$1.12 \$14.21 \$2.82 \$5.01	First/Add'l \$33.75/\$31.86 \$33.71/\$31.75 \$53.05/\$39.96 \$52.11/\$38.68 \$52.11/\$38.69 \$64.69/\$51.26

Attachment 4 - Rates Page 54 Attachment 4 - Rates Page 55

SOUTH CAROLINA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX PE1A1 PE1AA PE1AR	Security Access System Security System* New Access Card Activation* Administrative change, existing card* Replace lost or stolen card	Per premises Per card Per card Per card	\$74.12 \$0.060	\$55.70 \$15.62 \$45.66
PE1AK PE1AL	Initial Key Replace lost or stolen key	Per key Per key	NA NA	\$26.25 \$26.25
PE1SR	Space Availability Report*	Per premises requested		\$2,155.00
PE1PE PE1PFPE1PG PE1PHPE1B2 PE1B4	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect 4-Wire Cross-Connect DS1 Cross-Connect DS3 Cross-Connect 2 Fiber Cross-Connect 4 Fiber Cross-Connect	Per cross- connect	\$0.1091 \$0.2181 \$0.9004 \$5.64 \$37.36 \$50.38	NA NA NA NA NA NA

PE1BTPE1OTPE1PT	Security Escort Basic Time Overtime Premium Time	Per half hr./Add'l half hr.	NA NA NA	\$33.92/\$21.50 \$44.19/\$27.77 \$54.45/\$34.04
PE1CR PE1CD PE1CO PE1C1 PE1C3 PE1CB	Cable Records ₁ Cable Records VG/DS0 Cable VG/DS0 Cable DS1 DS3 Fiber Cable	Per request Per cable record Per each 100 pair Per T1TIE Per T3TIE Per cable record	NA NA NA NA NA NA	Note 2 Initial/subsequent \$1712/\$1168 \$925.57/\$925.57 \$18.06/\$18.06 \$8.45/\$8.45 \$29.59/\$29.59 \$279.57/\$279.57

EXHIBIT A: BELLSOUTH/SouthEast RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION (continued)

Note(s):

N/A refers to rate elements which do not have a negotiated rate. Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

Attachment 4

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* Rates are interim and are subject to true-up.

**EXHIBIT A: BELLSOUTH/SouthEast RATES – TENNESSEE
PHYSICAL COLLOCATION**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,767.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,140.00 Minimum
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees Firm Order Processing* Central Office Modifications* Common Systems Modifications – Cageless* Common Systems Modifications – Caged*	Per sq. ft. Per sq. ft. Per cage	\$2.74 \$2.95 \$100.14	\$1,204.00
PE1BW PE1C W	Space Enclosure (100 sq. ft. minimum) Welded Wire- mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$218.53 \$21.44	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$6.75	NA
PE1BD	Cable Installation	Per cable	NA	\$1,757.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.80	NA
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power* 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$8.87 \$5.60 \$11.22 \$16.82 \$38.84	NA ----
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2PE1F4	Cross Connects 2-wire 4- wire DS-1 DS-3 2-fiber 4- fiber	Per cross connect	\$0.033 \$0.066 \$1.51 \$19.26 \$3.82 \$6.79	First/Add'l \$33.82/\$31.92 \$33.94/\$31.95 \$53.27/\$40.16 \$52.37/\$38.89 \$52.37/\$38.89 \$65.03/\$51.55

TENNESSEE (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX PE1A1 PE1AA PE1AR	Security Access System Security System New Access Card Activation Administrative change, existing card Replace lost or stolen card	Per premises Per card Per card Per card	\$55.99 \$.059	\$55.67 \$15.61 \$45.64
PE1AK PE1AL	Initial Key Replace lost or stolen key	Per key Per key	NA NA	\$26.24 \$26.24
PE1SR	Space Availability Report*	Per premises requested		\$2,154.00
PE1PE PE1PFPE1PG PE1PHPE1B2 PE1B4	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect 4-Wire Cross-Connect DS1 Cross-Connect DS3 Cross-Connect 2 Fiber Cross-Connect 4 Fiber Cross-Connect	Per cross- connect	\$0.40 \$1.20 \$1.20 \$8.00 \$38.79 \$52.31	NA NA NA NA NA NA
PE1BTPE1OTPE1PT	Security Escort Basic Time Overtime Premium Time	Per half hr./Add'l half hr.	NA NA NA	\$33.91/\$21.49 \$44.17/\$27.76 \$54.42/\$34.02
PE1CR PE1CD PE1CO PE1C1 PE1C3 PE1CB	Cable Records; Cable Records VG/DS0 Cable VG/DS0 Cable DS1 DS3 Fiber Cable	Per request Per cable record Per each 100 pair Per T1TIE Per T3TIE Per cable record	NA NA NA NA NA NA	Note 2 Initial/subsequent \$1711/\$1168 \$925.06/\$925.06 \$18.05/\$18.05 \$8.45/\$8.45 \$29.57/\$29.57 \$279.42/\$279.42

Note(s):

N/A refers to rate elements which do not have a negotiated rate. Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

- 6.5 Application Response. In Alabama, North Carolina, and Tennessee, In addition to the notice of space availability pursuant to Section 2, BellSouth will respond within ten (10) calendar days of receipt of an Application stating whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. Sufficient detail will be provided to permit SouthEast a reasonable opportunity to correct each deficiency. SouthEast must correct any deficiencies in its Application and resubmit a Bona Fide Application within ten (10) calendar days of being notified of the deficiencies in the original Application. If SouthEast fails to resubmit its Application as Bona Fide within this ten (10) day period, SouthEast will lose its place in the collocation queue. This interval excludes national holidays. When space has been determined to be available, BellSouth will provide a written response (“Application Response”), which will include the configuration of the space and an estimate of the interval to provide the Remote Collocation Space.
- 6.5.1 Application Response. Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, the following will apply. In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.5.2 Application Response (Florida). Within fifteen (15) calendar days of receipt of a Bona Fide Application, BellSouth will respond as to whether space is available or not available within a particular Remote Site Location. Additionally, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response (“Application Response”) including sufficient information to enable
BellSouth Remote Site Collocation

Attachment 4 -RS

Page 15

SouthEast to place a Firm Order. When SouthEast submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

6.5.3 Application Response (Georgia) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

6.5.4 Application Response (Louisiana). In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. BellSouth will respond as to whether space is available or not available within a particular Remote Site Location in accordance with Section 2. Additionally, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response (“Application Response”) including sufficient information to enable SouthEast to place a Firm Order. BellSouth will respond

with a full Application Response within 30 calendar days for one to ten Applications; 35 calendar days for eleven to twenty Applications; and for requests of more than twenty Application it is increased by five calendar days for every five Applications received within five business days.

- 6.5.5 Application Response (Mississippi) In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) business days of receipt of a Bona Fide Application. When multiple applications are submitted in a state within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications 1-5; within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

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

BellSouth will charge SouthEast a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require SouthEast to resubmit the Application with an Application Fee.

- 6.6.2 Application Modifications (Florida). If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Remote Site Collocation, with the exception of
BellSouth Remote Site Collocation

Attachment 4 -RS

Page 17

modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of SouthEast or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within fifteen (15) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate SouthEast's Bona Fide Application as a result of changes requested by SouthEast to CLEC's original, then BellSouth will charge SouthEast a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require SouthEast to resubmit the Application with an Application Fee.

- 6.6.3 Application Modifications (Mississippi & Georgia). If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of SouthEast or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) business days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any

time, BellSouth needs to reevaluate SouthEast's Bona Fide Application as a result of changes requested by SouthEast to CLEC's original Application, then BellSouth will charge SouthEast a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require SouthEast to resubmit the Application with an Application Fee.

6.6.4 Application Modifications (Louisiana). If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Remote Site Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of SouthEast or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. BellSouth will respond to such modifications or revisions within 30 calendar days for one to ten revised Applications; 35 calendar days for eleven to twenty revised Applications; and for requests of more than twenty revised Applications it is increased by five calendar days for every five revised Applications received within five business days. If, at any time, BellSouth needs to reevaluate SouthEast's Bona Fide Application as a result of changes requested by SouthEast to CLEC's original Application, then BellSouth will charge SouthEast a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require SouthEast to resubmit the Application with an Application Fee.

6.7 BonaFideFirm Order. In Alabama, North Carolina, and Tennessee, SouthEast shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Bona Fide Firm Order to BellSouth. A Firm Order shall be considered Bona Fide when SouthEast has completed the Application/Inquiry process described in Section 6.3, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than seven (7) calendar days after BellSouth's Application Response to SouthEast's Bona Fide Application, unless BellSouth provides an Application Response on or before the ten-day response interval set forth in section 2, in which case SouthEast must submit its Bona Fide Firm Order to BellSouth within seventeen (17) calendar days of BellSouth's receipt of the Bona Fide Application. If SouthEast fails to submit its Bona Fide Firm Order to BellSouth within the time frames set forth above, the provisioning intervals set forth in section 6.6 shall apply from the date of receipt of the Bona Fide Firm Order and not from the date of the Bona Fide Application. If SouthEast fails to submit a Bona Fide Firm Order within fifteen (15) days of receipt of an Application Response, the Application will expire.

6.7.1 Bona Fide Firm Order. Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. SouthEast shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Physical Expanded Interconnection Firm Order document (“Firm Order”) to BellSouth. A Firm Order shall be considered Bona Fide when SouthEast has completed the Application/Inquiry process described in Section 6.3, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth’s Application Response to SouthEast’s Bona Fide Application or the Application will expire.

6.10.1 Construction and Provisioning Interval (Florida). BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion, BellSouth will

BellSouth Remote Site Collocation

Attachment 4 -RS

Page 20

complete construction for collocation arrangements as soon as possible and within a maximum of 45 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and SouthEast cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

6.10.2 Construction and Provisioning Interval (Georgia). BellSouth will use best efforts to complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will use best efforts to complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order and 90 calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with SouthEast or seek a waiver from this interval from the Commission.

6.10.3 Construction and Provisioning Interval (Louisiana). BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

6.10.4 Construction and Provisioning Interval (Mississippi). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space
BellSouth Remote Site Collocation

available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length

Page 190: [38] Deleted Sharon Thomas 3/24/2006 12:51:00 PM

**EXHIBIT A: BELLSOUTH/SouthEast RATES – ALABAMA
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$869.18

BellSouth Remote Site Collocation

Attachment 4 -RS Page 32

PE1RB	Cabinet Space *	Per Rack/Bay	\$230.19	N/A
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PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.19
PE1SR	Space Availability Report*	Per premises requested	N/A	\$231.74
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$75.11
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis .

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

BellSouth Remote Site Collocation

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Rates marked with an asterisk (*) are interim and are subject to true-up

EXHIBIT A: BELLSOUTH/SouthEast RATES – FLORIDA
REMOTE SITE COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$874.14
PE1RB	Cabinet Space *	Per Rack/Bay	\$232.50	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.20
PE1SR	Space Availability Report*	Per premises requested	N/A	\$231.45
PE1RE	Request for CLI*	Per Premises Requested	N/A	\$75.13
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
 ICB/TBD rates will be on an Individual Case Basis.

(1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

BellSouth Remote Site Collocation

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Rates marked with an asterisk (*) are interim and are subject to true-up

EXHIBIT A: BELLSOUTH/SouthEast RATES – GEORGIA
REMOTE SITE COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$931.61
PE1RB	Cabinet Space *	Per Rack/Bay	\$224.82	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$25.88
PE1SR	Space Availability Report*	Per premises requested	N/A	\$229.02
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$74.22
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

BellSouth Remote Site Collocation

Page 190: [39] Deleted			Sharon Thomas		4/10/2006 2:10:00 PM	
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)		
PE1RA	Application Fee*	Per request	N/A	\$868.91		
PE1RB	Cabinet Space *	Per Rack/Bay	\$224.41	N/A		
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD		
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.60		
PE1SR	Space Availability Report*	Per premises requested	N/A	\$231.82		
PE1RE	Request for CLI*	Per Premises Requested	N/A	\$75.13		
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-		
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-		
PE1OT	Overtime		NA	-		
PE1PT	Premium Time		NA	-		

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote

site collocation. If they become necessary, the parties will negotiate appropriate rates.

BellSouth Remote Site Collocation

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Rates marked with an asterisk (*) are interim and are subject to true-up

EXHIBIT A: BELLSOUTH/SouthEast RATES – LOUISIANA
REMOTE SITE COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$868.25
PE1RB	Cabinet Space *	Per Rack/Bay	\$257.01	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.16
PE1SR	Space Availability Report*	Per premises requested	N/A	\$231.49
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$75.02
AEH	Additional Engineering Fee	Per request, First	N/A	-

	(Note 1)	half hour/add'l half hour		
	Security Escort (Note 1)	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

BellSouth Remote Site Collocation

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Rates marked with an asterisk (*) are interim and are subject to true-up

**EXHIBIT A: BELLSOUTH/SouthEast RATES – MISSISSIPPI
REMOTE SITE COLLOCATION**

USOC	Rate Element Description	Unit	Recurring	Non-Recurring
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			Rate (RC)	Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$868.60
PE1RB	Cabinet Space *	Per Rack/Bay	\$241.11	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.16
PE1SR	Space Availability Report*	Per premises requested	N/A	\$231.43
PE1RE	Request for CLI*	Per Premises Requested	N/A	\$75.01
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

BellSouth Remote Site Collocation

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Rates marked with an asterisk (*) are interim and are subject to true-up

EXHIBIT A: BELLSOUTH/SouthEast RATES – NORTH CAROLINA
REMOTE SITE COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$865.34
PE1RB	Cabinet Space *	Per Rack/Bay	\$254.02	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.06
PE1SR	Space Availability Report*	Per premises requested	N/A	\$230.60
PE1RE	Request for CLI*	Per Premises Requested	N/A	\$74.74
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate

rates.

BellSouth Remote Site Collocation

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Rates marked with an asterisk (*) are interim and are subject to true-up

EXHIBIT A: BELLSOUTH/SouthEast RATES – SOUTH CAROLINA
REMOTE SITE COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$871.12
PE1RB	Cabinet Space *	Per Rack/Bay	\$246.44	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.25
PE1SR	Space Availability Report*	Per premises requested	N/A	\$232.25
PE1RE	Request for CLI*	Per Premises Requested	N/A	\$75.27
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-

	Security Escort (Note 1)	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

BellSouth Remote Site Collocation

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Rates marked with an asterisk (*) are interim and are subject to true-up

**EXHIBIT A: BELLSOUTH/SouthEast RATES – TENNESSEE
REMOTE SITE COLLOCATION**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non- Recurring Rate (NRC)
------	--------------------------	------	------------------------	---------------------------------

PE1RA	Application Fee*	Per request	N/A	\$872.95
PE1RB	Cabinet Space *	Per Rack/Bay	\$219.37	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.23
PE1SR	Space Availability Report*	Per premises requested	N/A	\$232.12
PE1RE	Request for CLI*	Per Premises Requested	N/A	\$75.23
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

BellSouth Remote Site Collocation

Attachment 5 Exhibit B

SPNP-Remote Rates
SouthEast Telephone, Inc.
Kentucky

	Monthly Rate	NRC
--	--------------	-----

Per number ported – Residence/6 paths – Business/10 paths	\$1.15 \$2.25	N/A N/A
Each additional path	\$0.50	N/A
Per order, per end user location	N/A	None

Attachment 11 BellSouth Disaster Recovery Plan

The attached BellSouth Disaster Recovery Plan is for the state of Tennessee. The BellSouth Disaster Recovery Plan for the remaining states can be accessed via the internet @ <http://www.interconnection.bellsouth.com>.

Attachment 11 Page 2

2000 BELLSOUTH TENNESSEE DISASTER RECOVERY PLANNING

For

CLECS

Attachment 11 Page 3

CONTENTS

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1.0 Purpose	4
2.0 Single Point of Contact	4
3.0 Identifying the Problem	4
3.1 Site Control	5
3.2 Environmental Concerns	6
4.0 The Emergency Control Center (ECC)	6
5.0 Recovery Procedures	7
5.1 CLEC Outage	7
5.2 BellSouth Outage	7
5.2.1 Loss of Central Office	8
5.2.2 Loss of a Central Office with Serving Wire Center Functions	8
5.2.3 Loss of a Central Office with Tandem Functions	8
5.2.4 Loss of a Facility Hub	9
5.3 Combined Outage (CLEC and BellSouth Equipment)	9
6.0 T1 Identification Procedures	9
7.0 Acronyms	10

Attachment 11
Page 4

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 to hasten the recovery process. 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.

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.

Attachment 11
Page 5

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 insure 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.

Attachment 11

Page 6

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:

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.

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.

Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.

Mercury and other regulated compounds resident in telephone equipment.

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 Colonnade Building in Birmingham, Alabama. 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 involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

Attachment 11

Page 7

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 who's 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

Attachment 11

Page 8

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 for Hospitals, Police and other emergency agencies; and

e) Begin restoring service to CLECs and other customers.

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 for Hospitals, Police and other emergency agencies;

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 to CLECs and other customers.

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 for Hospitals, Police and other emergency agencies; and
- e) Restoring service to CLECs and other customers. 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.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. 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.

Attachment 11
Page 10

7.0 ACRONYMS

CO -Central Office (BellSouth)

DS3 -Facility that carries 28 T1s (672 circuits)

ECC -Emergency Control Center (BellSouth)

CLEC -Competitive Local Exchange Carrier

NMC -Network Management Center

SWC -Serving Wire Center (BellSouth switch)

T1 -Facility that carries 24 circuits

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>.

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.

AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND SOUTHEAST TELEPHONE, INC.
DATED OCTOBER 9, 2001

This Agreement (the "Amendment") is made and entered into between BellSouth Telecommunications, Inc. ("BellSouth") a Georgia corporation, and SouthEast Telephone, Inc., a Kentucky corporation.

WHEREAS, The Parties desire to amend that certain Interconnection Agreement between BellSouth and SouthEast Telephone dated October 9, 2001 (the "Interconnection Agreement") in order to incorporate rates established by the Kentucky Public Service Commission ("PSC") in Administrative Case No 382, on December 18, 2001;

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, BellSouth and SouthEast Telephone hereby covenant and agree as follows:

1. All rate elements and rates in Attachments 1, 2, 3, 4, 5 and 7 for Kentucky are hereby deleted and replaced in their entirety with the corresponding rates and rate elements in Exhibit 1.
2. The Parties agree that this Amendment will be deemed effective retroactively back to January 31, 2002.

The Parties agree that all of the other provisions of the Interconnection Agreement, dated October 9, 2001, shall remain in full force and effect. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Kentucky Public Service Commission or other regulatory bodies having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the data indicated below.

BellSouth Telecommunications, Inc. SouthEast Telephone, Inc.

By: _____ By: _____
Greg Follensbee Name: _____ Name:

Sr. Director Title: _____ Title:

Date: _____ Date: _____

Exhibit 1

**AMENDMENT
TO THE
AGREEMENT BETWEEN
SOUTHEAST TELEPHONE, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED OCTOBER 9, 2001**

Pursuant to this Amendment, (the "Amendment"), SouthEast Telephone, Inc. ("SouthEast"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated October 9, 2001, ("Agreement").

WHEREAS, BellSouth and SouthEast entered into the Agreement on October 9, 2001, 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:

The Parties agree to amend Attachment 2 by adding provisions for LATAwide Local Calling by adding Paragraph 4.1.3.2.1, Paragraph 4.1.3.2.2, Paragraph 4.1.3.2.3, Paragraph 4.1.3.2.4, Paragraph 4.1.3.2.5, Paragraph 4.1.3.2.6 and Paragraph 4.1.3.2.7 attached hereto and incorporated by reference as Exhibit E.

All of the other provisions of the Agreement, dated October 9, 2001, shall remain in full force and effect.

BellSouth shall submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

SouthEast Telephone, Inc.

BellSouth Telecommunications, Inc.

By: Signature on file By: Signature on file

Name: Darrell Maynard Name: Greg Follensbee

Title: President Title: Senior Director

Date: 6/17/02 Date: 6/24/02

Exhibit E

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

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

4.1.3.2.3 Provided that SouthEast purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an SouthEast local end user, or originated by a BellSouth local end user and terminated to an SouthEast local end user, where such calls originate and terminate in the

same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge SouthEast the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and SouthEast shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

4.1.3.2.4 BellSouth shall assess SouthEast retroactive charges for UNE transport and switching associated with using the BellSouth LPIC if SouthEast has been able to previously select BellSouth as the end user LPIC prior to the option allowing the selection of a BellSouth provided LATA-wide local calling area being offered.

4.1.3.2.5 Where SouthEast purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from an SouthEast end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge SouthEast the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and SouthEast shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

4.1.3.2.6 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill SouthEast the UNE elements for the BellSouth facilities utilized. Each Party

Exhibit E

may bill the toll provider originating or terminating switched access charges, as appropriate.

4.1.3.2.7 Reverse billed toll calls, such as intraLATA 800 calls, calling card calls and third party billed calls, where BellSouth is the carrier shall also be considered as local calls and SouthEast shall not bill BellSouth originating or terminating switched access for such calls.

AMENDMENT
TO THE
AGREEMENT BETWEEN
SOUTHEAST TELEPHONE, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.

DATED OCTOBER 9, 2001

Pursuant to this Amendment, (the "Amendment"), SouthEast Telephone, Inc., ("SouthEast"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated October 9, 2001, ("Agreement") to be effective thirty (30) days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and SouthEast entered into the Agreement on October 9, 2001, 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:

The Parties agree to add to the rates in Exhibit B of Attachment 2, the rates set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.

All of the other provisions of the Agreement, dated October 9, 2001, shall remain in full force and effect.

Either or both of the Parties is 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

SouthEast Telephone, Inc. BellSouth Telecommunications, Inc.

By: _____ Signature on file _____ By: _____ Signature on file

Name: _____ Darrell Maynard _____ Name: _____ Elizabeth R. A. Shiroishi _____

Title: _____ President _____ Title: Assistant Director

Date: _____ September 26, 2002 _____ Date: _____ October 4, 2002

