

EXECUTIVE SUMMARY
of
Cbeyond Communications, LLC
AL, FL, GA, KY, LA, MS, NC, SC, TN
Adoption of BellSouth/DIECA Communications, Inc. dba Covad Communications Company Agreement

Agreement Effective Date: 06/02/2000	Agreement Expiration Date: 11/30/2000
Negotiator: William (Butch) DeLoach	Negotiator Tel No: 404-927-7562

Please be advised that the above named CLEC has adopted the BellSouth/DIECA Communications, Inc. dba Covad Communications Company agreement. The exceptions to this adoption are listed below. The term of the adopted agreement can only be for the remaining term of the original CLEC agreement.

1. Attachment 2 not adopted. Replaced with Attachment 2 of the current BellSouth Standard Interconnection Agreement Version 1Q00: 5/9/00.
2. Attachment 4 not adopted. Replaced with Attachment 4 of the current BellSouth Standard Interconnection Agreement Version 1Q00: 5/9/00
3. Amendment dated 9/30/1999 not adopted. Not applicable, replaced with new Attachment 2.
4. Interim Amendment dated 11/4/1999 not adopted. Not applicable, replaced with new Attachment 4.
5. Second Interim Amendment dated 11/4/1999 not adopted. Not applicable, replaced with new Attachment 4.

AGREEMENT

This Agreement, which shall become effective as of the ____ day of May, 2000, is entered into by and between Cbeyond Communications, LLC ("Cbeyond"), a Delaware corporation, on behalf of itself and its subsidiaries, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

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

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

WHEREAS, Cbeyond has requested that BellSouth make available the interconnection agreement in its entirety, with the exception of Attachment 2 and Attachment 4 and any amendments related to Attachment 2 and Attachment 4, executed between BellSouth and DIECA Communications, Inc. d/b/a Covad Communications Company ("Covad") dated December 1, 1998 for the state(s) of Alabama, Georgia, Florida, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

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

1. With the exception of Attachment 2 and Attachment 4 and any amendments related to Attachment 2 and Attachment 4, Cbeyond and BellSouth shall adopt in its entirety the Covad Interconnection Agreement dated December 1, 1998 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The Covad Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	4
Title Page	1

04/27/99

Table of Contents	1
General Terms and Conditions	21
Attachment 1	14
Attachment 2 (not adopted)	0
Attachment 3	10
Attachment 4 (not adopted)	0
Attachment 5	7
Attachment 6	5
Attachment 7	18
Attachment 8	2
Attachment 9	2
Attachment 10	47
Attachment 11 Cover Page	1
Attachment 11 Exhibit 1, Alabama	19
Attachment 11 Exhibit 2, Florida	19
Attachment 11 Exhibit 3, Georgia	19
Attachment 11 Exhibit 4, Kentucky	19
Attachment 11 Exhibit 5, Louisiana	18
Attachment 11 Exhibit 6, Mississippi	24
Attachment 11 Exhibit 7, North Carolina	20
Attachment 11 Exhibit 8, South Carolina	19
Attachment 11 Exhibit 9, Tennessee	20
Attachment 12	11
Amendment dated 2/22/1999 (Local Traffic)	2
Amendment dated 2/22/1999 (AL rates)	23
Amendment dated 2/22/1999 (SC rates)	23
Amendment dated 4/12/1999 (OSS rates)	3
Amendment dated 9/30/1999 (not adopted)	0
Interim Amendment dated 11/4/99 (not adopted)	0
Second Interim Amendment dated 11/4/99 (not adopted)	0
Amendment dated 4/22/2000 (Line Sharing)	19
TOTAL	391

1. The Parties further agree to the terms and conditions as set forth in Exhibit 2, which incorporates the requirements of the FCC 319 rule, which is incorporated herein by reference.

2. The Parties further agree to the terms and conditions as set forth in Exhibit 3, which incorporates the rules set forth by the FCC in its Decision 99-48, Docket No. 98-147 for Physical Collocation, which is incorporated herein by reference.

3. The Parties further agree to the terms and conditions as set forth in Exhibit 4, which includes procedures for disaster recovery.

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

5. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 2 of the Covad Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the Covad Interconnection Agreement, the effective date shall be December 1, 1998.

6. Cbeyond shall accept and incorporate any amendments to the Covad Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

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

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

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

Cbeyond Communications, LLC

Julia Strow
15310 Amberly Drive
Suite 207
Tampa, FL 33647
Phone: 813-631-8993 (ext. 229)

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

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

BellSouth Telecommunications, Inc.

Cbeyond Communications, LLC

Signature on file
Signature

Signature on file
Signature

Jerry D. Hendrix
Name

Julia O. Strow
Name

06/02/2000
Date

06/02/2000
Date

EXHIBIT 2

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, SUB LOOPS AND DARK FIBER	5
3. SWITCHING.....	19
4. ENHANCED EXTENDED LINK (EEL).....	31
5. PORT/LOOP COMBINATIONS.....	33
6. TRANSPORT AND DARK FIBER	35
7. BELLSOUTH SWA 8XX TOLL FREE DIALING TEN DIGIT SCREENING SERVICE.....	44
8. LINE INFORMATION DATABASE (LIDB).....	46
9. SIGNALING.....	49
10. OPERATOR CALL PROCESSING, INWARD OPERATOR SERVICES AND DIRECTORY ASSISTANCE SERVICES	58
11. CALLING NAME (CNAM) DATABASE SERVICE.....	66
12. BASIC 911 AND E9 11.....	68
13. TRUE-UP.....	69
LIDB Storage Agreement.....	Exhibit A
CNAM Database Services.....	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 Cbeyond in accordance with its obligations under Section 251(c)(3) of the Act. 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 A of this Agreement. As an option, deaveraged rates, where available, are included in Exhibit A. Where deaveraged rates are available, Cbeyond is required to choose either deaveraged rates, which are zone specific, or statewide rates.
- 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 will be consistent with the requirements of the FCC 319 rule. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."
 - 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 Cbeyond to offer telecommunications service in the manner Cbeyond intends.
 - 1.2.2. Except upon request by Cbeyond, BellSouth shall not separate requested network elements that BellSouth currently combines.
 - 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.
- 1.3. BellSouth shall, upon request of Cbeyond, and to the extent technically feasible, provide to Cbeyond access to its network elements for the provision of Cbeyond'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 applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.
- 1.4. Cbeyond may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner Cbeyond chooses to provide telecommunication services to its intended users, including recreating existing BellSouth

- services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the network elements purchased by Cbeyond for combining to the designated Cbeyond collocation space. The network elements shall be provided as set forth in this Attachment.
- 1.5. Subject to applicable and effective FCC Rules and Orders as well as effective State Commission Orders, BellSouth will offer combinations of network elements pursuant to such orders. BellSouth will provide the following combined network elements for purchase by Cbeyond. The rate of the following combined network elements is the sum of the individual element prices as set forth in this Attachment. Order Coordination as defined in Section 2 of Attachment 2 of this Agreement is available for each of these combinations:
- SL2 loop and cross connect
 - Port and cross connect
 - Port and cross connect and common (shared) transport
 - Port and vertical features
 - SL2 Loop with loop concentration
 - Port and common (shared) transport
 - SL2 Loop and LNP
- 1.6. 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.
- 1.7. 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.
- 1.8. Cbeyond will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.
- 1.9. Standards for Network Elements
- 1.9.1 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.

- 1.9.2 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.

2. Unbundled Loops, Integrated Digital Loop Carriers, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub loops and Dark Fiber

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

2.1 Unbundled Loops

2.1.1 Definition

- 2.1.2 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) and line conditioning. The loop shall include the use of all test access functionality, including without limitation, smart jacks, for both voice and data.

- 2.1.3 The provisioning of service to a CLEC 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 in collocation space. These cross-connects are a separate element and are not considered a part of the loop.

- 2.1.4 BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination - Time Specific."

- 2.1.5 "Order Coordination" refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and Cbeyond advised.

- 2.1.6 "Order Coordination – Time Specific" refers to service order coordination in which Cbeyond requests a specific time for a service order conversion to take place. 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. Cbeyond may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Cbeyond specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges 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.
- 2.1.7 Where facilities are available, BellSouth will install loops within a 5-7 business days interval. For orders of 14 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 Cbeyond, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC # 1 Tariff, Section 5.1.1, will apply. If Cbeyond 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 #1 Tariff, Section 5.4.
- 2.1.8 If Cbeyond modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be reimbursed by Cbeyond.
- 2.1.9 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2).
- 2.1.10 SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. If Cbeyond requests work to be done for SL1s 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.
- 2.1.11 SL2 loops shall have test points, with or without conditioning, will be designed with a design layout record provided to Cbeyond, and will be provided with OC. The OC feature will allow Cbeyond to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

- 2.1.12 BellSouth will also offer Unbundled Digital Loops (UDL). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR).
- 2.1.13 As a chargeable option on all loops except UVL-SL1 and UCL, BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow Cbeyond 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.
- 2.1.14 Cbeyond will be responsible for testing and isolating troubles on the loops. Once Cbeyond has isolated a trouble to the BellSouth provided loop, Cbeyond will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.
- 2.1.15 If Cbeyond reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge Cbeyond for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.1.16 If Cbeyond reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge Cbeyond for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.1.17 In addition to the UVLs and UDLs, BellSouth shall make available an Unbundled Copper Loop (UCL). 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. The long UCL (beyond 18kft) will be used when a CLEC wants to condition copper loops longer than 18kft by removing load coils and other intervening equipment. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.
- 2.1.18 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.
- 2.1.19 The UCL is a dry cooper loop and is not intended to support any particular telecommunications service. Cbeyond may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of Cbeyond's choosing. Cbeyond will determine the type of service that will be provided over the loop.

- 2.1.20 Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC 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.
- 2.1.21 The UCL loop shall be provided to CLEC in accordance with BellSouth's Technical Reference 73600.
- 2.1.22 Technical Requirements
- 2.1.22.1 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 (up to 64 kb/s). 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 Cbeyond's request.
- 2.1.22.2 Cbeyond will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.1.22.3 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1.3 above. It is recognized that 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 Cbeyond will be consistent with industry standards and BellSouth's TR73600.
- 2.1.22.4 Cbeyond 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 Cbeyond 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 Cbeyond using the Special Construction process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.
- 2.1.22.5 In some instances, Cbeyond will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Cbeyond can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Cbeyond will determine the type of service that will be provided over the loop. In some cases, Cbeyond may be required to pay additional charges for the removal of certain

- types of equipment. BellSouth's Special Construction process will be used to determine the costs and feasibility of these activities.
- 2.1.22.6 In cases in which Cbeyond has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement. BellSouth will only support that these loops provide electrical continuity and balance relative to tip-and-ring.
- 2.1.22.7 Cbeyond, in performance of its obligations pursuant to the preceding Section, shall maintain records that will reflect that pursuant to Cbeyond's request BellSouth has removed certain equipment from BellSouth provided loops and as such the loop may not perform within the technical specifications associated with that loop type. Cbeyond will not report to BellSouth troubles on said loops where the loops are not performing within the technical specifications of that loop type.
- 2.1.22.8 In addition, Cbeyond recognizes there may be instances where a loop modified in this manner may be subjected to normal network configuration changes that may cause the circuit characteristics to be changed and may create an outage of the service that Cbeyond has placed on the loop. If this occurs, BellSouth will work cooperatively with Cbeyond to restore the circuit to its previous modified status as quickly as possible. Cbeyond will pay the Time and Materials costs associated with BellSouth's work efforts needed to bring the loop back to its previous modified status.
- 2.1.22.9 The loop shall be provided to Cbeyond in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

2.2 Loop Conditioning

- 2.2.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by Cbeyond, whether or not BellSouth offers advanced services to the End User on that loop.
- 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, bridge taps, low pass filters, and range extenders.

- 2.2.3 BellSouth shall recover the cost of line conditioning requested by Cbeyond through a recurring charge and/or nonrecurring charge(s) 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 (e).

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 Cbeyond to order a contiguous local loop. To the extent it is technically feasible, these arrangements will provide Cbeyond 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. Cbeyond will then have the option of paying the one-time SC rates to place the loop facilities or Cbeyond may chose 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 premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the End User's 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 Cbeyond to connect Cbeyond's loop facilities to on-premises wiring 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), Cbeyond may access the on-premises wiring by any of the following means: BellSouth shall allow Cbeyond 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. Cbeyond agrees to install compatible protectors and test jacks and to maintain the

protection system and equipment and to indemnify BellSouth pursuant to Section 8 of the General Terms and Conditions of this Agreement.

- 2.4.3.2. Where an adequate length of on-premises wiring is present and environmental conditions permit, either Party may remove the on-premises wiring from the other Party's NID and connect that wire to that Party's own NID; or
- 2.4.3.3. 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 on-premises wiring through a suitable "punch-out" hole of such NID enclosures; or
- 2.4.3.4. Request BellSouth to make other rearrangements to the on-premises wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., Cbeyond, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.
- 2.4.3.5. In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors, without state regulatory requirement, without providing prior notice to the other Party, and without appropriately capping off and guarding the other Party's loop. In such cases, it shall be the responsibility of the disconnecting party to properly ground the other party's loop, maintain the NID, and assume full liability for its action and any adverse consequences.
- 2.4.3.6. In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.4.3.7. In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.4.3.8. Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with Cbeyond to develop specific procedures to establish the most effective means of implementing this Section, 2.4.3.

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 The NID 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 Cbeyond's NID, consistent with the NID's function at the Effective Date of this Agreement.

- 2.4.4.3 Where a BellSouth NID exists, it is provided in its “as is” condition. Cbeyond may request BellSouth do additional work to the NID in accordance with Section 2.4.3.8.
- 2.4.4.4 When Cbeyond deploys its own local loops with respect to multiple-line termination devices, Cbeyond 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 Cbeyond 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 may connect to Cbeyond at Cbeyond’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 or without concentration 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 and subject to applicable and effective FCC rules and orders, BellSouth shall offer access to its Unbundled Sub Loop (USL), Unbundled Subloop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements. BellSouth shall provide non-discriminatory access, in accordance with 51.311 and section 251(c) (3) of the Act, to the subloop. 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.
- 2.6.2 Subloop 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 Network Terminating Wire; and
- 2.6.2.4 Unbundled Sub-Loop Feeder.

2.6.3 Unbundled Sub-Loop (distribution facilities)

2.6.3.1 Definition

2.6.3.2 Subject to applicable and effective FCC rules and orders, 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. There are two offerings available for Unbundled Sub-Loops (USL):

2.6.3.3 Unbundled Sub-Loop Distribution (USL-D) will include the sub-loop facility from the cross-box in the field up to and including the point of demarcation.

2.6.3.4 BellSouth will also provide sub-loop interconnection to the intrabuilding network cable (INC) (riser cable). INC 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 (riser cable) will include the facility from the cross-connect device in the building equipment room up to and including the point of demarcation.

2.6.4. Requirements for Unbundled Sub-Loop Distribution Facilities

2.6.4.1 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 Unbundled Sub-Loop may have load coils, which are necessary for transmission of voice grade services. The Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

2.6.4.2 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. In a scenario that involves connection at a BellSouth cross-box located in the field, Cbeyond would be required to deliver a cable to the BellSouth remote terminal or cross-box to provide

- continuity to Cbeyond's feeder facilities. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box. Cbeyond's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician. In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel on which access to the requested sub-loops will be connected. The CLEC's cable pairs can then be connected to the Unbundled Sub-Loop pairs on this cross-connect panel by the BellSouth technician.
- 2.6.4.3 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 Cbeyond 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 the next section 2.6.4.4 . 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 2.6.4.4) to accommodate Cbeyond's request for Unbundled Sub-Loops, BellSouth will use its Special Construction (SC) process to determine the additional costs required to provision the Unbundled Sub-Loops. Cbeyond will then have the option of paying the one-time SC charge to modify the facilities to meet Cbeyond's request.
- 2.6.4.4 During the initial 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 that will be used to provide access to the requested USLs. Once the set-up is complete, the CLEC requested sub-loop pairs would be provisioned through the service order process based on the submission of a LSR to the LCSC.
- 2.6.5 Interface Requirements
- 2.6.5.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable requirements set forth in the applicable industry standard technical references.
- 2.6.6 **Unbundled Sub-Loop Concentration System (USLC)**
- 2.6.6.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide to Cbeyond with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into Cbeyond's collocation space. TR-008 and TR303 interface standards are available.

- 2.6.6.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of Cbeyond's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of Cbeyond's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.
- 2.6.6.3 In these scenarios Cbeyond would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow Cbeyond's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.

2.6.7 Unbundled Network Terminating Wire (UNTW)

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

2.6.7.2 Definition

- 2.6.7.2.1 Subject to applicable and effective FCC rules and orders, 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.

2.6.7.3 Requirements

- 2.6.7.3.1 BellSouth will offer spare pairs that are available to an end user's premises to Cbeyond. Available spare pairs are defined as pairs that are not being utilized by BellSouth or by a third party to provide an end user with working service at the time of Cbeyond's request for UNTW. If no spare pairs are available and the end user is no longer using BellSouth's local service, BellSouth will relinquish the first pair to Cbeyond. If after BellSouth has relinquished the first pair to Cbeyond and the end user decides to change local service providers to BellSouth, Cbeyond will relinquish the first pair back to BellSouth.
- 2.6.7.3.2 Notwithstanding the foregoing, should BellSouth subsequently require the use of additional pair(s) to provide for the activation of additional lines in an end users premises in response

- to a request from such end user, Cbeyond agrees to surrender their spare pair(s) upon request by BellSouth.
- 2.6.7.3.3 If an end user of Cbeyond desires to receive local exchange service from a service provider who is not a Party to this Agreement, and such third party service provider needs access to the BellSouth UNTW to provide local exchange service to the end user, then Cbeyond agrees to surrender the requisite number of its inactive spare pair(s) if no other spare pair is available and upon request by BellSouth.
- 2.6.7.3.4 If Cbeyond has placed NTW at a location and an end user desires to receive local exchange service from BellSouth and BellSouth needs access to Cbeyond's NTW to provide local exchange service to the end user, then Cbeyond agrees to surrender the requisite number of its spare pair(s) upon request by BellSouth.
- 2.6.7.3.5 In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own NTW. In existing construction, BellSouth shall not be required to install new or additional NTW beyond existing NTW to provision the services of the CLEC.
- 2.6.8 Technical Requirements
- 2.6.8.1 In these scenarios, BellSouth will connect the requested UNTW pairs to a single point of interconnection (SPOI) designed for CLEC access to BellSouth's NTW. The SPOI will be installed either near BellSouth's garden terminal or wiring closet. Cbeyond will be required to place a cross-box, terminal or other similar device and deliver a cable to this SPOI. Cbeyond will then connect their cable to the cross-connect panel to access the requested UNTW pairs.
- 2.7 Dark Fiber**
- 2.7.1 Defintion
- Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber also includes strands of optical fiber existing in aerial or underground cable which may have lightwave repeater (regenerator or optical amplifier) equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.
- 2.7.2 Requirements
- 2.7.2.1 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 Cbeyond.
- 2.7.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at Cbeyond's request subject to time and materials charges.
- 2.7.2.3 Cbeyond may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 2.7.2.4 BellSouth shall use its best efforts to provide to Cbeyond 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 Cbeyond ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for Cbeyond's use and may not allow any other party to use such media, including BellSouth.
- 2.7.2.5 BellSouth shall use its best efforts to make Dark Fiber available to Cbeyond within thirty (30) business days after it receives written confirmation from Cbeyond that the Dark Fiber previously deemed available by BellSouth is wanted for use by Cbeyond. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Cbeyond to connect or splice Cbeyond provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.
- 2.7.2.6 Dark Fiber shall meet the manufacturer's design specifications.
- 2.7.2.7 Cbeyond may splice and test Dark Fiber obtained from BellSouth using Cbeyond or Cbeyond 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.

2.8 Rates

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

2.9 Operational Support Systems (OSS)

BellSouth has developed and made available the following mechanized systems by which Cbeyond may submit LSRs electronically.

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

- 2.9.1 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	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	\$3.50
	SOMECH	SOMECH
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99
		SOMAN

2.9.2 Denial/Restoral OSS Charge

In the event Cbeyond 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.

2.9.3 Cancellation OSS Charge

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

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

2.9.4 Network Elements and Other Services Manual Additive

- 2.9.4.1 The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit A.

3. Switching

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

3.1 Local Switching

BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 3.1.3 to Cbeyond for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to Cbeyond for the provision of a telecommunications service only in the limited circumstance described below in Section 3.3.4.6.

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

- 3.1.2. Local Circuit Switching Capability, including Tandem Switching Capability

3.1.2.1 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.

- 3.1.2.2 When utilizing BellSouth's local circuit switching capability, local traffic shall be defined as set forth in Part B of the General Terms and Conditions.

- 3.1.3 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Cbeyond when Cbeyond serves end-

- users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.
- 3.1.4 In the event that Cbeyond orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more two (2) wire voice-grade loops from a BellSouth central office listed on Exhibit A, BellSouth's sole recourse shall be to charge Cbeyond a rate to be negotiated for use of the local circuit switching functionality for the affected facilities, or in the alternative, to charge Cbeyond the local services resale rate for use of all Combinations used to provide the affected facilities to Cbeyond.
- 3.1.5 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 Cbeyond. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.
- 3.1.6 BellSouth will provide to Cbeyond 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 Cbeyond's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by Cbeyond. Cbeyond customers may use the same dialing arrangements as BellSouth customers.
- 3.1.7 Remote Switching Module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.
- 3.1.8 Switching Capability will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g. call forwarding) and Centrex capabilities.
- 3.1.9 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to Cbeyond 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. Cbeyond customers may use the same dialing arrangements as BellSouth customers, but obtain a Cbeyond branded service.

3.2 Technical Requirements

3.2.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.

3.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in the applicable industry standard technical references.

3.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

3.2.1.3 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 Cbeyond will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.

3.2.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.

3.2.1.5 BellSouth shall activate service for an Cbeyond customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to Cbeyond's services without loss of switch feature functionality as defined in this Agreement.

3.2.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.

3.2.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.

3.2.1.8 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.

3.2.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.

3.2.1.10 Special Services provided by BellSouth will include the following:

3.2.1.10.1 Telephone Service Prioritization;

3.2.1.10.2 Related services for handicapped;

- 3.2.1.10.3 Soft dial tone where required by law; and
- 3.2.1.10.4 Any other service required by law.
- 3.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.
- 3.2.1.12 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 3.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to Cbeyond, upon a reasonable request from Cbeyond. CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.
- 3.2.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party. Such feature offerings shall include but are not limited to:
 - 3.2.1.14.1 Basic and primary rate ISDN;
 - 3.2.1.14.2 Residential features;
 - 3.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);
 - 3.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
 - 3.2.1.14.5 Advanced intelligent network triggers supporting Cbeyond and BellSouth service applications.
- 3.2.2 BellSouth shall offer to Cbeyond all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:
 - 3.2.2.1 Off-Hook Immediate
 - 3.2.2.2 Off-Hook Delay
 - 3.2.2.3 Termination Attempt

- 3.2.2.4 6/10 Public Office Dialing Plan
- 3.2.2.5 Feature Code Dialing
- 3.2.2.6 Customer Dialing Plan
- 3.2.3 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to Cbeyond:
 - 3.2.3.1 Private EAMF Trunk
 - 3.2.3.2 Shared Interoffice Trunk (EAMF, SS7)
 - 3.2.3.3 N11
 - 3.2.3.4 Automatic Route Selection
- 3.2.4 Where capacity exists, BellSouth shall assign each Cbeyond customer line the class of service designated by Cbeyond (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from Cbeyond customers to Cbeyond directory assistance operators at Cbeyond's option.
- 3.2.5 Where capacity exists, BellSouth shall assign each Cbeyond customer line the class of services designated by Cbeyond (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from Cbeyond customers to Cbeyond operators at Cbeyond's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an Cbeyond Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.
- 3.2.6 Local Switching shall be offered in accordance with the technical specifications set forth in the applicable industry standard references.
- 3.2.7 Interface Requirements
 - 3.2.7.1 BellSouth shall provide the following interfaces to loops:
 - 3.2.7.1.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
 - 3.2.7.1.2 Coin phone signaling;
 - 3.2.7.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;

- 3.2.7.1.4 Two-wire analog interface to PBX;
- 3.2.7.1.5 Four-wire analog interface to PBX;
- 3.2.7.1.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
- 3.2.7.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;
- 3.2.7.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
- 3.2.7.1.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 3.2.7.2 BellSouth shall provide access to the following but not limited to:
 - 3.2.7.2.1 SS7 Signaling Network or Multi-Frequency trunking if requested by Cbeyond;
 - 3.2.7.2.2 Interface to Cbeyond operator services systems or Operator Services through appropriate trunk interconnections for the system; and
 - 3.2.7.2.3 Interface to Cbeyond Directory Assistance Services through the Cbeyond switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other Cbeyond required access to interexchange carriers as requested through appropriate trunk interfaces.

3.3 Tandem Switching

3.3.1 Definition

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

3.3.2 Technical Requirements

- 3.3.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:
 - 3.3.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;

- 3.3.2.1.2 Tandem Switching will provide screening as jointly agreed to by Cbeyond and BellSouth;
- 3.3.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
- 3.3.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by Cbeyond;
- 3.3.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the “Network Interconnection” section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));
 - 3.3.2.1.5.1 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
 - 3.3.2.1.5.2 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 3.3.2.1.6 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXC's, ICO's, CAP's and CLEC switches.
- 3.3.2.1.7 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).
- 3.3.2.1.8 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 3.3.2.1.9 Tandem Switching shall record billable events and send them to the area billing centers designated by Cbeyond. Tandem Switching will provide recording of all billable events as jointly agreed to by Cbeyond and BellSouth.
- 3.3.2.1.10 Upon a reasonable request from Cbeyond, 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 Cbeyond.
- 3.3.2.1.11 BellSouth shall maintain Cbeyond's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

- 3.3.2.1.12 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.
- 3.3.2.1.13 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 Cbeyond and BellSouth.
- 3.3.2.1.14 Tandem Switching shall process originating toll-free traffic received from Cbeyond's local switch.
- 3.3.2.1.15 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.
- 3.3.2.2 Interface Requirements
 - 3.3.2.2.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
 - 3.3.2.2.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
 - 3.3.2.2.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
 - 3.3.2.2.4 Tandem Switching shall interconnect with Cbeyond's switch, using two-way trunks, for traffic that is transiting via BellSouth's network to interLATA or intraLATA carriers. At Cbeyond's request, Tandem Switching shall record and keep records of traffic for billing.
 - 3.3.2.2.5 Tandem Switching shall provide an alternate final routing pattern for Cbeyond's traffic overflowing from direct end office high usage trunk groups.
 - 3.3.2.2.6 Tandem Switching shall be equal or better than the requirements for Tandem Switching set forth in the applicable technical references.

3.4 **AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers**

- 3.4.1 BellSouth will provide AIN Selective Carrier Routing at the request of Cbeyond. AIN Selective Carrier Routing will provide Cbeyond 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.
- 3.4.2 Cbeyond 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.
- 3.4.3 AIN Selective Carrier Routing is not available in DMS 10 switches.
- 3.4.4 Where AIN Selective Carrier Routing is utilized by Cbeyond, the routing of Cbeyond's end user calls shall be pursuant to information provided by Cbeyond 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.
- 3.4.5 Upon ordering of AIN Selective Carrier Routing Regional Service, Cbeyond shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit A 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 A of this Attachment. For each Cbeyond end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit A of this Attachment, payable to BellSouth pursuant to the terms of the General Terms and Conditions, incorporated herein by this reference. Cbeyond shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit A of this Attachment.
- 3.4.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 coming 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.

- 3.4.7 The non-recurring End Office Establishment Charge will be billed to the client following our normal monthly billing cycle for this type of order.
- 3.4.8 End-User Establishment Orders will not be turned-up until the 2nd payment is received for the Regional Service Order. The non-recurring End-User Establishment Charges will be billed to the client following our normal monthly billing cycle for this type of order.
- 3.4.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to the client following the normal billing cycle for per query charges.
- 3.4.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc, will be billed according per contracted rates.

3.5 Packet Switching Capability

3.5.1 Definition

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

- 3.5.2 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);
- 3.5.3 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
- 3.5.4 The ability to extract data units from the data channels on the loops, and
- 3.5.5 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.
- 3.5.6 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
 - 3.5.6.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

- 3.5.6.2 There are no spare copper loops capable of supporting the xDSL services Cbeyond seeks to offer;
- 3.5.6.3 BellSouth has not permitted Cbeyond to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the Cbeyond obtained a virtual collocation arrangement at these subloop interconnection points as defined by 47 C.F.R. § 51.319 (b); and
- 3.5.6.4 BellSouth has deployed packet switching capability for its own use.
- 3.5.7 If there is a dispute as to whether BellSouth must provide Packet Switching , such dispute will be resolved according tot the dispute resolution process set forth in Section of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

3.6 **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 Cbeyond for the provision of a telecommunications service.

3.7 **Rates**

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

3.8 **Operational Support Systems (OSS)**

BellSouth has developed and made available the following mechanized systems by which Cbeyond may submit LSRs electronically.

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

- 3.8.1 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	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50 SOMECH	\$3.50 SOMECH
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99 SOMAN

3.8.2 Denial/Restoral OSS Charge

In the event Cbeyond 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.

3.8.3 Cancellation OSS Charge

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

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

3.8.4 Network Elements and Other Services Manual Additive

- 3.8.4.1 The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit A.

4. Enhanced Extended Link (EEL)

4.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, BellSouth shall offer access to the Enhanced Extended Link ("EEL") as defined in Section 4.3 below.

4.2 Definition

4.2.1 For purposes of this Amendment, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

4.2.2 BellSouth will provide access to the Enhanced Extended Link ("EEL") in the combinations set forth in 4.3 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC and then connected to the Cbeyond's POP serving wire center. The circuit must be connected to the Cbeyond's circuit switch for the purpose of provisioning circuit switched telephone exchange service to the Cbeyond's end-user customers. This can be done either in the collocation space at the POP SWC, or by using BellSouth's access facilities between the Cbeyond's POP and Cbeyond's collocation space at the POP SWC.

4.2.3 BellSouth shall provide combinations of loops and transport to Cbeyond in Georgia regardless of whether or not such combinations of loops and transport are Currently Combined. Other combinations of network elements that are not Currently Combined but that BellSouth ordinarily combines in its network shall be made available to Cbeyond in Georgia in accordance with Section 4.5.1.3 below. In all other states, BellSouth shall make available to Cbeyond those EEL combinations and transport described in Section 4.3 below only to the extent such combinations of loop and transport network elements are Currently Combined. BellSouth will make available new combinations of loops and transport network elements in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, of the Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs to Cbeyond if Cbeyond's customer has four (4) or more DS0 equivalent lines. Except as stated above, other combinations of network elements will be provided to Cbeyond only to the extent such network elements are Currently Combined.

4.2.4 Additionally, there may be instances wherein Cbeyond will require multiplexing functionality. BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs when the customer utilizes special access interoffice facilities. Multiplexing will be provided pursuant to the

interconnection agreement when unbundled network elements are used for interoffice transport.

4.3 EEL Combinations

- 4.3.1 - 2-wire voice grade extended loop with DS1 Dedicated Interoffice Transport;
- 4.3.2 - 4-wire voice grade extended loop with DS1 Dedicated Interoffice Transport;
- 4.3.3 - 4-wire 56 or 64 kbps extended digital loop with Dedicated DS1 Interoffice Transport;
- 4.3.4 - Extended 2-wire VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport;
- 4.3.5 - Extended 4-wire VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport;
- 4.3.6 - Extended 4-wire DS1 Digital Loop with Dedicated DS1 Interoffice Transport;
- 4.3.7 - Extended 4-wire DS1 Digital Loop with Dedicated DS3 Interoffice Transport; and
- 4.3.8 - Extended DS1 Dedicated Local Channel with Dedicated DS3 Interoffice Transport.

4.4 Special Access Service Conversions

- 4.4.1 Cbeyond may not convert special access services to combinations of loop and transport network elements, whether or not Cbeyond self-provides its entrance facilities (or obtains entrance facilities from a third party), unless Cbeyond 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 Cbeyond converts its special access services to combinations of loop and transport network elements at UNE prices, Cbeyond, hereby, certifies that it is providing a significant amount of local exchange service over such combinations. BellSouth may at its sole discretion audit Cbeyond records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. If, based on its audits, BellSouth concludes that Cbeyond 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 Cbeyond.
- 4.4.2 EEL combinations for DS1 level and above will be available only when Cbeyond 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.
- 4.4.3 When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.
- 4.5 Rates
- 4.5.1 Georgia
- 4.5.1.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 4.3, whether Currently Combined or new, are as set forth in Exhibit A of this Amendment.
- 4.5.1.2 On an interim basis, for combinations of loop and transport network facilities not set forth in Section 4.3, 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.
- 4.5.1.3 To the extent that Cbeyond seeks to obtain other combinations of loop and transport network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, Cbeyond, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in the Agreement.
- 4.5.2 All Other States
- 4.5.2.1 Subject to Section 4.2.3 preceding, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 1.3 and other Currently Combined loop and transport network elements will be the sum of the non-recurring and recurring rates for the individual network elements unless otherwise negotiated by the parties.

5. Port/Loop Combinations

- 5.1 At Cbeyond's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 1.4 below, that are currently combined in BellSouth's network except as specified in Sections 5.1.1 and 5.1.2 below.
- 5.1.1 BellSouth is not required to provide access to combinations of port and loop network elements in locations where BellSouth is not required to provide circuit switching.

5.1.2 BellSouth is not required to provide circuit switching in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, of the Atlanta, Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs to Cbeyond if Cbeyond's customer has 4 or more DS0 equivalent lines.

5.2 Definition

5.2.1 For purposes of this Amendment, references to Currently Combined network elements shall mean that such network elements are in fact already combined in the BellSouth network to provide service to a particular end user at a particular location.

5.2.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. Section 5.4 following provides the combinations of port and loop network elements that may be ordered by Cbeyond when currently combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 5.1.2 above.

5.2.3 In Georgia, BellSouth shall provide combinations of port and loop network elements to Cbeyond 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 5.1.2 above.

5.3 Rates for Combinations of Loop and Port Network Elements

5.3.1 Rates for combinations of loop and port network elements, as set forth in Section 5.4, are provided in Exhibit A of this Attachment

5.3.2 Rates for Circuit Switching

5.3.2.1 Rates for circuit switching, where BellSouth is not required, pursuant to Section 5.1, to provide circuit switching are as set forth in Exhibit A of this Attachment.

5.4 Combination Offerings

5.4.1 2-wire voice grade port, voice grade loop, virtual cross connect, 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.

5.4.2 2-wire voice grade DID port, voice grade loop, virtual cross connect, 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.

- 5.4.3 2-wire CENTREX port, voice grade loop virtual cross connect, 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.
- 5.4.4 2-wire ISDN Basic Rate Interface, voice grade loop virtual cross connect, 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.
- 5.4.5 2-wire ISDN Primary Rate Interface, DS1 loop virtual cross connect, 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.
- 5.4.6 4-wire DS1 Trunk port, DS1 Loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

6. Transport and Dark Fiber

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

6.1. Transport

6.1.1 Definition of Common (Shared) Transport

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. Common (Shared) Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.

6.1.2 Technical Requirements of Common (Shared) Transport

- 6.1.2.1 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.
- 6.1.2.2 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.

- 6.1.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.
- 6.1.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standard technical references.
- 6.2 Interoffice transmission facility network elements include:
 - 6.2.1 Dedicated transport, defined as BellSouth's transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and Cbeyond.
 - 6.2.2 Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached multiplexing, aggregation or other electronics;
 - 6.2.3 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.
 - 6.2.4 BellSouth shall:
 - 6.2.4.1 Provide Cbeyond exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;
 - 6.2.4.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that Cbeyond could use to provide telecommunications services;
 - 6.2.4.3 Permit, to the extent technically feasible, Cbeyond to connect such interoffice facilities to equipment designated by Cbeyond, including but not limited to, Cbeyond's collocated facilities; and
 - 6.2.4.4 Permit, to the extent technically feasible, Cbeyond to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.
 - 6.2.5 Provided that the facility is used to transport a significant amount of local exchange services Cbeyond shall be entitled to convert existing interoffice transmission facilities (i.e., special access) to the corresponding interoffice transport network element option.

6.3 Dedicated Transport

6.3.1 Definitions

6.3.2 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.

6.3.3 Unbundled Local Channel

6.3.4 Unbundled Local Channel is the dedicated transmission path between Cbeyond's Point of Presence and the BellSouth Serving Wire Center's collocation.

6.3.5 Unbundled Interoffice Channel.

6.3.6 Unbundled Interoffice Channel is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

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

6.3.7.1 As capacity on a shared UNE facility.

6.3.7.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to Cbeyond. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.

6.3.8 When Dedicated Transport is provided it shall include:

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

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

6.3.9 Rates for Dedicated Transport are listed in this Attachment. 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.

6.3.10 Technical Requirements

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

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

- 6.3.10.3 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, (1) DS0, DS1 and DS3 transport services, and (2) SONET at available transmission bit rates.
- 6.3.10.4 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.
- 6.3.10.5 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.
- 6.3.10.6 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 6.3.10.6.1 DS0 Equivalent;
 - 6.3.10.6.2 DS1 (Extended SuperFrame - ESF);
 - 6.3.10.6.3 DS3 (signal must be framed);
 - 6.3.10.6.4 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
 - 6.3.10.6.5 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth’s network infrastructure to allow for the termination points specified by Cbeyond.
- 6.3.11 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.
 - 6.3.11.1 BellSouth Technical References:
 - 6.3.11.2 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
 - 6.3.11.3 TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995.
 - 6.3.11.4 TR 73525 MegaLink[®] Service, MegaLink Channel Service & MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

6.4 Unbundled Channelization

- 6.4.1 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.
- 6.4.2 Definition
 - 6.4.2.1 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 stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, Cbeyond can have channels activated on an as-needed basis by having BellSouth connect lower level UNEs via Central Office Channel Interfaces (COCIs).
- 6.4.3 Channelization capabilities will be as follows:
 - 6.4.3.1 DS3 Channelization System: An element that channelizes a DS3 signal into 28 DS1s/STS-1s.
 - 6.4.3.2 DS1 Channelization System: An element that channelizes a DS1 signal into 24 DS0s.
 - 6.4.3.3 Central Office Channel Interfaces (COCI): Elements that can be activated on a channelization system.
- 6.4.4 DS1 Central Office Channel Interface elements can be activated on a DS3 Channelization System.
- 6.4.5 Voice Grade and Digital Data Central Office Channel Interfaces can be activated on a DS1 Channelization System.
- 6.4.6 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.
- 6.4.7 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.
- 6.4.8 Channelization may be incorporated within dedicated transport or ordered as a stand-alone capability, which requires either the high or low speed side to be connected to collocation.
- 6.4.9 Technical Requirements

- 6.4.9.1 In order to assure proper operation with BST 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.
- 6.4.9.2 DS0 to DS1 Channelization
- 6.4.9.2.1 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*.
- 6.4.9.3 DS1 to DS3 Channelization
- 6.4.9.3.1 The DS3 signal must be framed utilizing the framing structure defined 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.
- 6.4.9.4 DS1 to STS Channelization
- 6.4.9.4.1 The STS-1 signal must be framed utilizing the framing structure defined 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*

6.5 Dark Fiber

6.5.1 Definition

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

to operationalize its transmission capabilities.6.4.2 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. No regeneration or optical amplification will be included with this element.

6.5.3 Requirements

- 6.5.3.1 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. If BellSouth has plans to use the fiber within a two-year period, there is no requirement to provide said fiber to Cbeyond.
- 6.5.3.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at Cbeyond's request subject to time and materials charges.
- 6.5.3.3 Cbeyond may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 6.5.3.4 BellSouth shall use its best efforts to provide to Cbeyond 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 Cbeyond ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for Cbeyond's use and may not allow any other party to use such media, including BellSouth.
- 6.5.3.5 BellSouth shall use its best efforts to make Dark Fiber available to Cbeyond within thirty (30) business days after it receives written confirmation from Cbeyond that the Dark Fiber previously deemed available by BellSouth is wanted for use by Cbeyond. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Cbeyond to connect or splice Cbeyond provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.
- 6.5.3.6 Dark Fiber shall meet the manufacturer's design specifications.
- 6.5.3.7 Cbeyond may splice and test Dark Fiber obtained from BellSouth using Cbeyond or Cbeyond 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.

6.6 Rates

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

6.7 Operational Support Systems (OSS)

- 6.7.1 BellSouth has developed and made available the following mechanized systems by which Cbeyond may submit LSRs electronically.

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

- 6.7.2 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	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	\$3.50
	SOMECH	SOMECH
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99
		SOMAN

6.7.3 Denial/Restoral OSS Charge

- 6.7.3.1 In the event Cbeyond 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.

6.7.4 Cancellation OSS Charge

- 6.7.4.1 Cbeyond will incur an OSS charge for an accepted LSR that is later canceled by Cbeyond.
- Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

6.7.5 Network Elements and Other Services Manual Additive

- 6.7.5.1 The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit A.

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 Cbeyond. BellSouth shall provide 8XX TFD in accordance with the following:

7.1.2 Technical Requirements

7.1.2.1 BellSouth shall provide Cbeyond 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 Cbeyond.

7.1.2.3 The SCP shall also provide, at Cbeyond'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 Automatic Location Identification/Data Management System (ALI/DMS)

- 7.2.1 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:

7.3 Rates

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

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 Cbeyond any additional capabilities that are developed for LIDB during the life of this Agreement.

8.2.4.1 BellSouth shall process Cbeyond's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Cbeyond 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 Cbeyond, BellSouth shall provide Cbeyond with a list of the customer data items, which Cbeyond 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 Cbeyond data to the LIDB shall be solely at the direction of Cbeyond. Such direction from Cbeyond 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 Cbeyond data upon Cbeyond'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 Cbeyond customer records will be missing from LIDB, as measured by Cbeyond audits. BellSouth will audit Cbeyond records in LIDB against DBAS to identify record mismatches and provide this data to a designated Cbeyond contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to Cbeyond within one business day of audit. Once reconciled records are received back from Cbeyond, 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 Cbeyond 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 Cbeyond'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 Cbeyond 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 Cbeyond and BellSouth.
- 8.2.4.11 BellSouth shall prevent any access to or use of Cbeyond 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 Cbeyond in writing.
- 8.2.4.12 BellSouth shall provide Cbeyond 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 Cbeyond at least at parity with BellSouth

Customer Data. BellSouth shall obtain from Cbeyond the screening information associated with LIDB Data Screening of Cbeyond 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 Cbeyond under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

- 8.2.4.13 BellSouth shall accept queries to LIDB associated with Cbeyond 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 Cbeyond shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to 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 Cbeyond 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 an Cbeyond 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 Cbeyond 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 Cbeyond 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 Cbeyond database, then Cbeyond agrees to provide BellSouth with the Destination Point Code for the Cbeyond 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 12.4.5 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 an Cbeyond 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 Cbeyond 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 Cbeyond, 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 Cbeyond SS7 network to exchange TCAP queries and responses with an Cbeyond SCP.

9.4.2.9.2 SS7 AIN Access shall provide Cbeyond SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and Cbeyond 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 Cbeyond 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 Cbeyond or Cbeyond-designated local switching systems or STPs to the BellSouth SS7 network:

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

9.4.3.1.2 A B-link interface from Cbeyond 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 Cbeyond local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Cbeyond 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 Cbeyond 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 Cbeyond local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Cbeyond 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 Cbeyond local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Cbeyond 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 Cbeyond from any signaling point or network interconnected through BellSouth's SS7 network where the Cbeyond 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 Cbeyond 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 availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers, which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.
- 9.5.4.2 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for Cbeyond 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 Cbeyond local Signaling Transfer Point Switches (STP) and Cbeyond 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), Cbeyond 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 Cbeyond 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 an Cbeyond local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the Cbeyond 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 an Cbeyond local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Cbeyond 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 Cbeyond or Cbeyond-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
- 9.7.13.1.1 A-link interface from Cbeyond local or tandem switching systems; and
- 9.7.13.1.2 B-link interface from Cbeyond 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 Cbeyond local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Cbeyond 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 Cbeyond 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 Cbeyond local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Cbeyond 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 Cbeyond shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

10. Operator Call Processing, Inward Operator Services and Directory Assistance Services

10.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Operator Call Processing, Inward Operator Services and Directory Assistance Services.

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 Cbeyond requests BellSouth to provide Operator Services, the following requirements apply:

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

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 Cbeyond 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 they do for their 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 Cbeyond 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 Cbeyond 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 Cbeyond.

10.3.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to Cbeyond 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 Cbeyond, 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 callers 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 Cbeyond'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,

Cbeyond may request such requirement pursuant to the Bona Fide Request/New Business 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 Cbeyond 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 Cbeyond 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 Cbeyond 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 Cbeyond 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 Cbeyond to have its calls custom branded with Cbeyond'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 Cbeyond 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 Cbeyond 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 Cbeyond to order selective routing for each originating BellSouth end office identified by Cbeyond. Rates for Selective Routing are set forth in this Attachment.
- 10.4.6.3 Customer Branding and Self Branding require Cbeyond to order dedicated trunking from each BellSouth end office identified by Cbeyond, to either the BellSouth Traffic Operator Position System (TOPS) or Cbeyond 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 Cbeyond 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 Cbeyond 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, IVS and NAV equipment for which Cbeyond 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 Cbeyond 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. Cbeyond end users may use the same dialing arrangements as BellSouth end users, but obtain a Cbeyond branded service.

10.5 Directory Assistance Database Service (DADS)

- 10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to Cbeyond 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)). Cbeyond agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, Cbeyond agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, Cbeyond authorizes the inclusion of Cbeyond Directory Assistance listings in the BellSouth Directory Assistance products.
- 10.5.2 BellSouth shall provide Cbeyond initially with a base file of subscriber listings which reflect all listing change activity occurring since Cbeyond’s most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by Cbeyond and BellSouth. Cbeyond agrees to assume the costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.
- 10.5.3 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 Cbeyond on a Business, Residence, or combined Business and Residence basis. Cbeyond agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after Cbeyond receives the Base File.
- 10.5.4 BellSouth is authorized to include Cbeyond Directory Assistance Listing Information in its Directory Assistance Database Service (DADS). Any other use by BellSouth of Cbeyond 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 Cbeyond.
- 10.5.5 Rates for DADS are as set forth in this Attachment.

10.6 Direct Access to Directory Assistance Service

- 10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide Cbeyond's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow Cbeyond to utilize its own switch, operator workstations and optional audio subsystems.
- 10.6.2 BellSouth will provide DADAS from its DA location. Cbeyond will access the DADAS system via a telephone company provided point of availability. Cbeyond has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.
- 10.6.3 A specified interface to each Cbeyond subsystem will be provided by BellSouth. Interconnection between Cbeyond's system and a specified BellSouth location will be pursuant to the use of Cbeyond owned or Cbeyond leased facilities and shall be appropriate sized based upon the volume of queries being generated by Cbeyond.
- 10.6.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:
 - 10.6.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification;
 - 10.6.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification;
 - 10.6.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification.
- 10.6.5 Rates for DADAS are as set forth in this Attachment.
- 10.7 **Automatic Location Identification/Data Management System (ALI/DMS)**
 - 10.7.1 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:

10.7.2 Technical Requirements

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

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

10.7.2.2.1 Name;

10.7.2.2.2 Address;

10.7.2.2.3 Telephone number; and

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

10.7.2.3 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 Cbeyond requests otherwise and shall be updated if Cbeyond requests, provided Cbeyond supplies BellSouth with the updates.

10.7.2.4 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.

10.7.2.5 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.

10.7.3 Interface Requirements

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

10.8 Rates

The prices that Cbeyond shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to 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 Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. Cbeyond must provide to its account manager a written request with a requested activation date to activate this service. If Cbeyond is interested in requesting CNAM with volume and term pricing, Cbeyond 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 Cbeyond the capability that will allow Cbeyond and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.
- 11.4.2 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 Cbeyond. Scheduling procedures shall provide Cbeyond equivalent priority to these resources.
- 11.4.2 BellSouth SCP shall partition and protect Cbeyond service logic and data from unauthorized access, execution or other types of compromise.
- 11.4.3 When Cbeyond selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Cbeyond 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 Cbeyond selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. Cbeyond access will be provided via remote data connection (e.g., dial-in, ISDN).

- 11.4.5 When Cbeyond selects SCE/SMS AIN Access, BellSouth shall allow Cbeyond 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 Cbeyond shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

12. Basic 911 and E911

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 Cbeyond orders network elements and other services, then Cbeyond 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 Cbeyond a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Cbeyond will be required to arrange to accept 911 calls from its 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. Cbeyond will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Cbeyond will be required to discontinue the Basic 911 procedures and being using E911 procedures.

12.5.2 E911 Service Provisioning. For E911 service, Cbeyond will be required to install a minimum of two dedicated trunks originating from the Cbeyond 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. Cbeyond will be required to provide BellSouth daily updates to the E911 database. Cbeyond will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, Cbeyond will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI

of the calling party. Cbeyond shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its 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 Cbeyond beyond applicable charges for BellSouth trunking arrangements.
- 12.5.4 Basic 911 and E911 functions provided to Cbeyond shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.
- 12.5.5 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 Cbeyond to follow in providing 911/E911 services.

13. True-Up

This section applies only to North Carolina and 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 16 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 16 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.

- 13.4 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
- (a) BellSouth and Cbeyond are entitled to be a full Party to the proceeding;
 - (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
 - (c) It shall include as an issue the geographic deaveraging of network element and other services prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

EXHIBIT A**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 Cbeyond and pursuant to which BellSouth, its LIDB customers and Cbeyond shall have access to such information. Cbeyond 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 Cbeyond, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.
- B. LIDB is accessed for the following purposes:
1. Billed Number Screening
 2. Calling Card Validation
 3. Fraud Control
- C. 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 Cbeyond of fraud alerts so that Cbeyond may take action it deems appropriate. Cbeyond understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by Cbeyond pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to Cbeyond 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.

Cbeyond understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Cbeyond 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, Cbeyond 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 Cbeyond'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 Cbeyond's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) Cbeyond agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for Cbeyond's end user accounts which are resident in LIDB pursuant to this Agreement. Cbeyond authorizes BellSouth to place such charges on Cbeyond's bill from BellSouth and agrees that it shall pay all such charges. Charges for which Cbeyond 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) Cbeyond shall have the responsibility to render a billing statement to its end users for these charges, but Cbeyond's obligation to pay BellSouth for the charges billed shall be independent of whether Cbeyond is able or not to collect from Cbeyond's end users.
- (d) BellSouth shall not become involved in any disputes between Cbeyond and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Cbeyond. It shall be the responsibility of Cbeyond and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of _____, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

III. FEES FOR SERVICE AND TAXES

- A. Cbeyond will not be charged a fee for storage services provided by BellSouth to Cbeyond, 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 Cbeyond. Cbeyond shall have the right to have BellSouth contest with the imposing jurisdiction, at Cbeyond's expense, any such taxes that Cbeyond deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

- A. It is understood and agreed to by the Parties that 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. Cbeyond agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BellSouth's corporate or trade names, logos, trademarks or service marks or those of BellSouth's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith

- may be inferred or implied; and Cbeyond further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.
- D. This Agreement constitutes the entire Agreement between Cbeyond and BellSouth which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
- E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.
- F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.
- G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

**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 _____ ("Cbeyond"), effective the ____ day of _____, ____.

I. GENERAL

This Addendum sets forth the terms and conditions for Cbeyond'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 Cbeyond, 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 Cbeyond 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 Cbeyond.
- C. Special billing number - a ten digit number that identifies a billing account established by Cbeyond.
- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four digit security code assigned by Cbeyond 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 Cbeyond.
- 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 Cbeyond.

III. RESPONSIBILITIES OF PARTIES

- A. Cbeyond 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 Cbeyond. Under normal operating conditions, BellSouth shall include Cbeyond'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 Cbeyond'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 Cbeyond to perform the following functions for authorized users on an on-line basis:
 - 1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by Cbeyond, and where the last four digits (PIN) are a security code assigned by Cbeyond.
 - 2. Determine whether Cbeyond or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.
- E. Cbeyond will provide its own billing number information to BellSouth for storage and to be used for Billed Number Screening and Calling Card Validation. Cbeyond will arrange and pay for transport of updates to BellSouth.

IV. COMPLIANCE

Unless expressly authorized in writing by Cbeyond, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

EXHIBIT B**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 Cbeyond 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 the Cbeyond access to the BellSouth CNAM SCP for query or record storage purposes.

- 2.2 Cbeyond 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 Cbeyond's access to BellSouth's CNAM Database Services and shall be addressed to Cbeyond's Account Manager.

3. Physical Connection and Compensation

- 3.1 BellSouth's provision of CNAM Database Services to Cbeyond requires interconnection from Cbeyond 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, Cbeyond shall provide its own CNAM SSP. Cbeyond's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 3.3 If Cbeyond 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 Cbeyond 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 Cbeyond for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by

- Cbeyond in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of Cbeyond 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.
- 4.3 Cbeyond 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.

BELLSOUTH/CBEYOND RATES
NETWORK ELEMENTS
AND OTHER SERVICES
OSS/SWA 8XX/DATABASES

Attachment 2
Exhibit C
Rates - Page 1

DESCRIPTION		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Operational Support Systems											
	RC - OSS OLEC Daily Usage File: Recording, Per Message	TBD	\$0.0002	\$0.008	\$0.0001275	\$0.0008611	\$0.00019	\$0.0001179	\$0.0003	\$0.0002862	\$0.008
	RC - OSS OLEC Daily Usage File: Message Processing, Per Message	TBD	\$0.0033	\$0.004	\$0.0062548	\$0.0032357	\$0.0024	\$0.0032089	\$0.0032	\$0.0032344	\$0.004
	RC - OSS OLEC Daily Usage File: Message Distribution, Per Magnetic Tape	TBD	\$55.19	\$54.95	\$28.25	\$55.68	\$47.3000	\$54.62	\$54.61	\$54.72	\$54.95
	RC - OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), Per	TBD	\$0.00004	\$0.001	\$0.0000434	\$0.0000365	\$0.0000300	\$0.0000354	\$0.00004	\$0.0000357	\$0.001
Access Daily Usage File (ADUF)											
	RC - ADUF, Message Processing, per message	TBD	\$0.004	\$0.004	\$0.0136327	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
	RC - ADUF, Message Distribution, per Magnetic Tape provisioned	TBD	\$54.95	\$54.95	\$28.85	\$54.95	\$54.95	\$54.95	\$54.95	\$54.95	\$54.95
	RC - ADUF, Data Transmission (CONNECT:DIRECT), per message	TBD	\$0.001	\$0.001	\$0.0000434	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
Enhanced Optional Daily Usage File (EODUF)											
	Enhanced Optional Daily Usage File: Message Processing, Per Message	TBD	\$0.004	\$0.004	\$0.0034555	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
	Enhanced Optional Daily Usage File: Message Processing, per magnetic tape	TBD	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30
	Enhanced Optional Daily Usage File: Data Transmission (CONNECT:DIRECT), per	TBD	\$0.0000364	\$0.0000364	NA	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364
SWA 8XX Toll Free Dialing Ten Digit Screening Service (Note 1)				TBD							
	8XX Access Ten Digit Screening (all types), per call (Note 2)	N/A	\$0.0005	NA	\$0.0004868	NA	\$0.0005305	\$0.0005321	\$0.00050	\$0.0005227	NA
8XX Access Ten Digit Screening Svc. W/8XX No. Delivery											
	per query	N/A	NA	NA	NA	\$0.0010	NA	NA	\$0.00365	NA	\$0.004
	for 8XX Numbers, with Optional Complex Features, per query	N/A	NA	NA	NA	\$0.0011	NA	NA	\$0.00431	NA	\$0.004
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery											
	per query	N/A	NA	NA	NA	\$0.0010	NA	NA	\$0.00383	NA	\$0.004
	with Optional Complex Features, per query	N/A	NA	NA	NA	\$0.0011	NA	NA	\$0.00431	NA	\$0.004
8XX Access Ten Digit Screening Svc. W/800 No. Delivery											
	per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
	for 8XX Numbers, w/Optional Complex Features, per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery											
	per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
	with Optional Complex Features, per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
Reservation Charge per 8XX number reserved											
	NRC - 1st	N8R1X	\$7.13	NA	\$6.57	\$10.05	\$6.29	\$8.46	\$7.05	\$6.38	\$30.00
	NRC - Add'l	N8R1X	\$0.97	NA	\$0.76	\$1.19	\$0.73	\$0.96	\$0.96	\$0.9583	\$0.50
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$27.84	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Per 8XX # Established w/o POTS (w/8XX No.) Translations											
	NRC - 1st	N/A	\$15.88	NA	\$12.81	\$30.59	\$12.27	\$17.04	\$23.82	\$22.63	\$67.50
	NRC - Add'l	N/A	\$1.97	NA	\$1.45	\$3.22	\$1.39	\$1.93	\$2.73	\$2.73	\$1.50
	NRC - Disconnect Charge - 1st	N/A	\$10.04	NA	NA	NA	\$8.30	\$11.32	NA	\$42.95	NA
	NRC - Disconnect Charge - Add'l	N/A	\$0.97	NA	NA	NA	\$0.73	\$0.96	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$41.35	NA	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
Per 8XX # Established with POTS Translations											
	NRC - 1st	N8FTX	\$15.88	NA	\$12.81	\$30.59	\$12.27	\$17.04	\$23.82	\$22.63	\$67.50
	NRC - Add'l	N8FTX	\$1.97	NA	\$1.45	\$3.22	\$1.39	\$1.93	\$2.73	\$2.73	\$1.50
	NRC - Disconnect Charge - 1st	N8FTX	\$10.04	NA	NA	NA	\$8.30	\$11.32	NA	\$42.95	NA
	NRC - Disconnect Charge - Add'l	N8FTX	\$0.97	NA	NA	NA	\$0.73	\$0.96	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$41.35	NA	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
Customized Area of Service per 8XX Number											
	NRC - 1st	N8FCX	\$5.69	NA	\$4.46	\$6.97	\$4.27	\$5.63	\$5.63	\$5.64	\$3.00
	NRC - Add'l	N8FCX	\$2.85	NA	\$2.23	\$3.49	\$2.14	\$2.81	\$2.82	\$2.82	\$1.50
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 8XX #											

BELLSOUTH/CBEYOND RATES
NETWORK ELEMENTS
AND OTHER SERVICES
OSS/SWA 8XX/DATABASES

Attachment 2
Exhibit C
Rates - Page 2

DESCRIPTION		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC - 1st	N8FMX	\$6.66	NA	\$5.22	\$8.16	\$5.00	\$6.59	\$6.59	\$6.60	\$3.50
	NRC - Add'l	N8FMX	\$3.81	NA	\$2.99	\$4.67	\$2.86	\$3.77	\$3.77	\$3.78	\$2.00
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Change Charge per request											
	NRC - 1st	N8FAX	\$8.10	NA	\$7.33	\$11.24	\$7.01	\$9.42	\$8.01	\$7.34	\$48.50
	NRC - Add'l	N8FAX	\$0.97	NA	\$0.76	\$1.19	\$0.73	\$0.96	\$0.96	\$0.9583	\$0.50
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$27.84	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Call Handling and Destination Features											
	NRC - 1st	N8FDX	\$5.69	NA	\$4.72	\$6.97	\$4.27	\$5.63	\$5.63	\$5.64	\$3.00
	NRC - Add'l	N8FDX	NA	NA	\$4.46	\$6.97	\$4.27	\$5.63	NA	\$5.64	\$3.00
LINE INFORMATION DATABASE ACCESS (LIDB)											
	LIDB Common Transport per query	OQT	\$0.00004	\$0.0003	\$0.0000338	\$0.00006	\$0.0000418	\$0.0000446	\$0.0003	\$0.0000442	\$0.0003
	LIDB Validation per query	OQU	\$0.041003	\$0.041003	\$0.0105974	\$0.00938	\$0.0103774	\$0.0142132	\$0.013400	\$0.0141003	\$0.041003
	LIDB Originating Point Code Establishment or Change - NRC	N/A	\$64.36	NA	\$50.30	\$107.60	\$48.17	\$63.63	\$91.00	\$61.62	NA
	NRC - Incremental Charge - Electronic Service Order	TBD	NA	NA	NA	NA	NA	NA	\$62.26	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	\$89.20	\$27.84	\$91.00
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$27.84	NA
CCS7 SIGNALING TRANSPORT SERVICE											
	CCS7 Signaling Connection, per link (A link) per month		\$18.79	\$5.00	\$17.05	\$16.31	\$19.48	\$21.58	\$155.00	\$21.79	\$155.00
	NRC		\$171.98	\$400.00	\$131.96	\$354.95	\$126.34	\$169.72	\$510.00	\$277.07	\$510.00
	NRC - Disconnect		\$135.70	NA	NA	NA	\$101.10	\$134.08	NA	\$42.95	NA
	NRC - Incremental Charge - Manual Service Order	SOMAN	\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$16.31	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
	CCS7 Signaling Connection, per link (B link) (also known as D link) per month		\$18.79	\$5.00	\$17.05	\$16.31	\$19.48	\$21.58	\$155.00	\$21.79	Not available
	NRC		\$171.98	\$400.00	\$131.96	\$354.95	\$126.34	\$169.72	\$510.00	\$277.07	\$510.00
	NRC - Disconnect		\$135.70	NA	NA	NA	\$101.10	\$134.08	NA	\$42.95	NA
	NRC - Incremental Charge - Manual Service Order	SOMAN	\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$16.31	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
	CCS7 Signaling Termination, per STP port per month		\$148.72	\$113.00	\$133.99	\$174.08	\$161.99	\$161.12	\$132.88	\$156.33	\$355.00
	CCS7 Signaling Usage, per ISUP message		\$0.00004	\$0.00001	\$0.0000354	\$0.000037893	\$0.0000430	\$0.0000456	\$0.00004	\$0.0000452	\$0.000023
	(applicable when measurement and billing capability exists.)										
	CCS7 Signaling Usage, per TCAP message		\$0.0001	\$0.00004	\$0.0000870	\$0.000102042	\$0.0001052	\$0.0001115	\$0.00009	\$0.0001108	\$0.00005
	(applicable when measurement and billing capability exists.)										
	CCS7 Signaling Usage Surrogate, per link per LATA per mo (9)		\$376.12	\$64.00	\$340.67	\$329.98	\$406.71	\$406.53	\$338.98	\$396.55	\$395.00
	CCS7 Signaling Point Code, Establishment or Change, per STP affected										
	NRC		\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00
OPERATOR CALL PROCESSING											
	Operator Provided Call Handling per min - Using BST LIDB	N/A	\$1.21	\$1.00	\$0.9680296	\$1.6016	\$0.91	\$1.19	\$1.20	\$1.21	NA
	Call Completion Access Termination Charge per call attempt	N/A	\$0.08	NA	NA	NA	NA	NA	NA	\$0.08	NA
	Operator Provided Call Handling per min - Using Foreign LIDB	N/A	\$1.25	\$1.00	\$1.02	\$1.6249	\$0.96	\$1.24	\$1.24	\$1.25	NA
	Call Completion Access Termination Charge per call attempt	N/A	\$0.08	NA	NA	NA	NA	NA	NA	\$0.08	NA
	Operator Provided Call Handling, per call	N/A	NA	NA	NA	NA	NA	NA	NA	NA	\$0.30
	Fully Automated Call Handling per call - Using BST LIDB	N/A	\$0.11	\$0.10	\$0.0776409	\$0.0856	\$0.10	\$0.1072884	\$0.11	\$0.1115808	\$0.15
	Fully Automated Call Handling per call - Using Foreign LIDB	N/A	\$0.13	\$0.10	\$0.0976984	\$0.1071	\$0.12	\$0.1253666	\$0.12	\$0.1293459	\$0.15
	Professional recording of name (OCP alone)	USOD1	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
	Professional recording of name (DA and OCP alone)	USOD1	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
	DRAM or front-end loading, per TOPS switch	USOD2	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
	AABS or back-end loading, per IVS	USOD2	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00
	EBAS or 0- automation loading, per NAV shelf	USOD2	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00
	Recording Charge per Branded Announcement - Disconnect - Initial	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA
	Recording Charge per Branded Announcement - Disconnect - Subsequent	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA

BELLSOUTH/CBEYOND RATES
NETWORK ELEMENTS
AND OTHER SERVICES
OSS/SWA 8XX/DATABASES

Attachment 2
Exhibit C
Rates - Page 3

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
INWARD OPERATOR SERVICES										
Verification, per minute	N/A	\$1.16	NA	\$0.921083	NA	\$0.86	\$1.14	\$1.15	\$1.15	NA
Verification and Emergency Interrupt, per minute	N/A	\$1.16	NA	\$0.921083	NA	\$0.86	\$1.14	\$1.15	\$1.15	NA
Verification, per call	VIL	NA	\$0.80	NA	\$1.00	NA	NA	\$0.54	NA	\$0.90
Verification and Emergency Interrupt, per call	N/A	NA	\$1.00	NA	\$1.111	NA	NA	\$0.65	NA	\$1.95
DIRECTORY ASSISTANCE SERVICES										
Directory Assist Call Completion Access Svc (DACC), per call attempt	N/A	\$0.0598	\$0.03	\$0.0348712	\$0.058	\$0.04	\$0.0425585	\$0.062	\$0.0638883	\$0.12
Call Completion Access Term charge per completed call	N/A	NA	NA	NA	NA	NA	NA	NA	\$0.08	NA
Number Services Intercept per query	N/A	\$0.0235	\$0.01	\$0.0097497	\$0.0086	\$0.02	\$0.0188268	\$0.0110	\$0.0124036	\$0.15
Number Services Intercept per Intercept Query Update	N/A	NA	NA	NA	\$0.0055	NA	NA	NA	NA	NA
Directory Assistance Access Service Calls, per call		\$0.26	\$0.25	\$0.2124568	\$0.3136	\$0.20	\$0.2617159	\$0.260000	\$0.2619983	NA
Professional recording of name (DA alone)		\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Professional recording of name (DA and OCP alone)		\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
DRAM or front-end loading, per TOPS switch		\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
AABS or back-end loading, per IVS		\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00
EBAS or 0- automation loading, per NAV shelf		\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00
Recording Charge per Branded Announcement – Disconnect – Initial	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Directory Transport										
Directory Transport - Local Channel DS1, per month	N/A	\$35.52	\$43.64	\$38.36	\$36.32	\$43.83	\$38.91	\$35.68	\$37.20	\$133.81
NRC - 1st	N/A	\$503.57	\$242.45	\$356.15	\$637.46	\$339.69	\$494.83	\$534.48	\$534.81	\$868.97
NRC - Add'l	N/A	\$442.84	\$226.44	\$312.89	\$546.94	\$298.29	\$435.28	\$462.69	\$462.81	\$486.83
NRC - Disconnect Charge - 1st	N/A	\$46.28	NA	NA	NA	\$33.02	\$46.85	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	\$32.18	NA	NA	NA	\$23.32	\$33.02	NA	NA	NA
NRC - Incremental Charge-Manual Svc Order - NRC - 1st	SOMAN	\$61.99	NA	\$44.22	NA	\$42.34	\$59.58	\$86.15	\$87.99	NA
NRC - Incremental Charge-Manual Svc Order - NRC -add'l	TBD	NA	NA	NA	NA	NA	NA	\$1.77	NA	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	SOMAN	\$29.27	NA	NA	NA	\$19.48	\$27.41	NA	\$3.11	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	N/A	\$0.6923	\$0.6013	\$0.4523	\$0.45	\$0.78	\$0.6598	\$0.5753	\$0.7598	\$23.00
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	N/A	\$79.69	\$99.79	\$78.47	\$55.05	\$93.40	\$74.40	\$71.29	\$94.98	\$90.00
NRC - 1st	N/A	\$198.15	\$45.91	\$147.07	\$298.18	\$140.49	\$196.28	\$217.17	\$216.27	\$100.49
NRC - Add'l	N/A	\$148.18	\$44.18	\$111.75	\$231.18	\$106.69	\$147.31	\$163.75	\$162.70	\$100.49
NRC - Disconnect Charge - 1st	N/A	\$25.44	NA	NA	NA	\$20.00	\$26.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	\$20.42	NA	NA	NA	\$16.34	\$21.61	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$27.37	NA	NA	NA	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
Switched Common Transport per DA Access Service per call	N/A	\$0.0003	\$0.0003	\$0.0002906	\$0.000175	\$0.0003274	\$0.0002997	\$0.00020	\$0.000327	NA
Switched Common Transport per DA Access Service per call per mile	N/A	\$0.00003	\$0.00001	\$0.0000186	\$0.000004	\$0.0000175	\$0.0000202	\$0.00003	\$0.0000303	NA
Access Tandem Switching per DA Access Service per call	N/A	\$0.0023	\$0.00055	\$0.0019152	\$0.000783	\$0.0025257	\$0.0023713	\$0.0021	\$0.0024809	NA
DA Interconnection, per DA Access Service Call	N/A	\$0.00269	NA	\$0.00269	NA	NA	NA	\$0.00	\$0.000269	NA
Directory Transport-Installation NRC, per trunk or signaling connection	N/A									
NRC - 1st	N/A	\$260.69	\$206.06	\$204.23	\$501.98	\$195.54	\$257.73	BSTs FCC 1	\$407.81	NA
NRC - Add'l	N/A	\$5.95	\$4.71	\$4.42	\$13.32	\$4.23	\$5.85	BSTs FCC 1	\$11.00	NA
NRC - Disconnect Charge - 1st	N/A	\$173.46	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	\$5.95	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$44.22	NA	\$130.05	\$171.49	\$407.53	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	\$4.23	\$5.85	\$10.98	NA	NA
Directory Assistance Database Service (DADS)										
Directory Assistance Database Service charge per listing	N/A	\$0.0446	\$0.001	\$0.0445	\$0.0193	\$0.0443	\$0.0447	\$0.04460	\$0.0444	NA
Directory Assistance Database Service, per month	DBSOF	\$128.55	\$100.00	\$95.50	\$120.76	\$90.54	\$126.17	\$126.26	\$127.23	NA

BELLSOUTH/CBEYOND RATES
NETWORK ELEMENTS
AND OTHER SERVICES
OSS/SWA 8XX/DATABASES

Attachment 2
Exhibit C
Rates - Page 4

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Direct Access to Directory Assistance Service (DADAS)										
Direct Access to Directory Assistance Service, per month	DBSDS	\$7,055.00	\$5,000.00	\$5,254.00	\$7,235.01	\$4,982.00	\$6,926.00	\$6,930.00	\$6,983.00	NA
Direct Access to Directory Assistance Service, per query	DBSDA	\$0.0472685	\$0.01	\$0.0469016	\$0.0052	\$0.0460	\$0.0461336	\$0.0456	\$0.0468212	NA
Direct Access to Directory Assistance Service, svc estab charge	DBSDE									
NRC	DBSDE	\$1,118.00	\$820.00	\$788.24	\$1,186.94	\$786.82	\$1,097.00	\$1,164.00	\$1,173.00	NA
NRC - Disconnect	DBSDE	\$81.83	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	\$57.23	\$80.52	NA	NA	NA
AIN (Note 4)										TBD
AIN, per message	CAM	NA	\$0.00004	NA	NA	NA	NA	NA	NA	NA
AIN - BellSouth AIN SMS Access Service	CAM								NA	NA
Service Establishment Charge, per state, initial set-up										
NRC	CAMSE	\$197.49	NA	\$90.25	NA	\$153.31	\$174.03	\$294.77	\$296.16	NA
NRC - Disconnect	CAMSE	\$114.22	NA	NA	NA	\$78.06	\$135.96	NA	NA	NA
Port Connection - Dial/Shared Access										
NRC	CAMDP	\$64.05	NA	\$29.66	NA	\$50.07	\$53.47	\$86.94	\$87.29	NA
NRC - Disconnect	CAMDP	\$27.04	NA	NA	NA	\$18.61	\$37.70	NA	NA	NA
Port Connection - ISDN Access										
NRC	CAM1P	\$64.05	NA	\$29.66	NA	\$50.07	\$53.47	\$86.94	\$87.29	NA
NRC - Disconnect	CAM1P	\$27.04	NA	NA	NA	\$18.61	\$37.70	NA	NA	NA
User ID Codes - per User ID Code										
NRC	CAMAU	\$141.84	NA	\$84.43	NA	\$104.95	\$129.83	\$200.83	\$202.08	NA
NRC - Disconnect	CAMAU	\$70.05	NA	NA	NA	\$48.95	\$79.91	NA	NA	NA
Security Card per User ID Code, initial or replacement										
NRC	CAMRC	\$142.13	NA	\$35.44	NA	\$125.33	\$131.54	\$172.05	\$172.26	NA
NRC - Disconnect	CAMRC	\$35.26	NA	NA	NA	\$24.40	\$45.77	NA	NA	NA
Storage, per unit (100Kb)	N/A	\$0.0026	NA	\$0.0023	NA	\$0.0029	\$0.0029	\$0.0023	\$0.0028	NA
Session per minute	N/A	\$0.0892	NA	\$0.0795604	NA	\$0.10	\$0.0975650	\$0.0791	\$0.0942966	NA
C0. Performed Session, per minute					NA	\$1.97	\$2.09	\$2.08	\$2.07	NA
AIN - BellSouth AIN Toolkit Service										
AIN, Service Creation Tools	CAMBP	NA	TBD	NA	NA	NA	NA	NA	NA	NA
Service Establishment Charge, per state, initial set-up										
NRC	BAPSC	\$192.69	NA	\$86.74	NA	\$153.25	\$169.31	\$290.05	\$291.41	NA
NRC - Disconnect	BAPSC	\$114.22	NA	NA	NA	\$78.05	\$135.96	NA	NA	NA
Training Session, per customer										
NRC	BAPVX	\$8,363.00	NA	\$8,348.00	NA	\$8,315.00	\$8,379.00	\$8,363.00	\$8,333.00	NA
NRC - Disconnect	BAPVX	NA	NA	NA	NA	NA	NA	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt										
NRC	BAPTT	\$49.64	NA	\$19.13	NA	\$41.08	\$39.30	\$72.76	\$73.02	NA
NRC - Disconnect	BAPTT	\$27.04	NA	NA	NA	\$18.60	\$37.70	NA	NA	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay										
NRC	BAPTD	\$49.64	NA	\$114.80	NA	\$41.08	\$39.30	\$72.76	\$73.02	NA
NRC - Disconnect	BAPTD	\$27.04	NA	NA	NA	\$18.60	\$37.70	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate										
NRC	BAPTM	\$49.64	NA	\$19.13	NA	\$41.08	\$39.30	\$72.76	\$73.02	NA
NRC - Disconnect	BAPTM	\$27.04	NA	NA	NA	\$18.60	\$37.70	NA	NA	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP										
NRC	BAPTO	\$117.98	NA	\$70.06	NA	\$92.99	\$106.90	\$149.95	\$150.25	NA
NRC - Disconnect	BAPTO	\$37.90	NA	NA	NA	\$26.73	\$48.44	NA	NA	NA
Trigger Access Charge, per trigger, per DN, CDP										
NRC	BAPTC	\$117.98	NA	\$70.06	NA	\$92.99	\$106.90	\$149.95	\$150.25	NA
NRC - Disconnect	BAPTC	\$37.90	NA	NA	NA	\$26.73	\$48.44	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Feature Code										
NRC	BAPTF	\$117.98	NA	\$70.06	NA	\$92.99	\$106.90	\$149.95	\$150.25	NA
NRC - Disconnect	BAPTF	\$37.90	NA	NA	NA	\$26.73	\$48.44	NA	NA	NA
Query Charge, per query		\$0.024	NA	\$0.0209223	NA	\$0.03	\$0.0256138	\$0.02	\$0.0250662	NA

BELLSOUTH/CBEYOND RATES
NETWORK ELEMENTS
AND OTHER SERVICES
OSS/SWA 8XX/DATABASES

Attachment 2
Exhibit C
Rates - Page 5

DESCRIPTION		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query		\$0.006	NA	\$0.0053137	NA	\$0.0065	\$0.0065161	\$0.005	\$0.0062979	NA
SCP Storage Charge, per SMS Access Acct, per 100 Kb		N/A	\$1.63	NA	\$1.46	NA	\$1.79	\$1.79	\$1.45	\$1.73	NA
Monthly Report - per AIN Toolkit Service Subscription		BAPMS	\$16.00	NA	\$15.96	NA	\$15.89	\$16.01	\$15.98	\$15.93	NA
	NRC	BAPMS	\$44.56	NA	\$22.64	NA	\$34.61	\$44.02	\$71.80	\$72.15	NA
	NRC - Disconnect	BAPMS	\$31.84	NA	NA	NA	\$21.97	\$31.28	NA	NA	NA
Special Study - per AIN Toolkit Service Subscription		BAPLS	\$0.10	NA	\$0.0861109	NA	\$0.08	\$0.0810536	\$0.08	\$0.0872769	NA
	NRC	BAPLS	\$47.74	NA	\$22.64	NA	\$37.77	\$47.21	\$47.20	\$47.35	NA
	NRC - Disconnect	BAPLS	\$15.90	NA	NA	NA	NA	NA	NA	NA	NA
Call Event Report - per AIN Toolkit Service Subscription		BAPDS	\$15.90	NA	\$15.87	NA	\$15.81	\$15.93	\$15.90	\$15.84	NA
	NRC	BAPDS	\$44.56	NA	\$22.64	NA	\$34.61	\$44.02	\$71.80	\$72.15	NA
	NRC - Disconnect	BAPDS	\$31.84	NA	NA	NA	\$21.97	\$31.28	NA	NA	NA
Call Event special Study - per AIN Toolkit Service Subscription		BAPES	\$0.003	NA	\$0.0028704	NA	\$0.0026	\$0.0027018	\$0.003	\$0.0029092	NA
	NRC	BAPES	\$47.74	NA	\$22.64	NA	\$37.77	\$47.21	\$47.20	\$47.35	NA
	NRC - Disconnect	BAPES	\$15.90	NA	NA	NA	\$37.77	NA	NA	NA	NA
CALLING NAME (CNAM) QUERY SERVICE											
CNAM (Database Owner), Per Query		N/A	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016
CNAM (Non-Database Owner), Per Query *		N/A	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
	NRC, applicable when CLEC-1 uses the Character Based User Interface (CHUI)	N/A	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00
* Volume and term arrangements are also available.											
SELECTIVE ROUTING (Note 5)											
Per Line or PBX Trunk, each			NA	NA	NA	\$10.00 (Interim)	NA	NA	NA	NA	TBD
	NRC		NA	NA	NA	NA	NA	NA	NA	NA	TBD
Customized routing per unique line class code, per request, per switch							NA	NA	NA	NA	NA
	NRC	USRCR	\$230.60	\$229.65	\$180.62	\$229.65	\$229.65	\$227.99	\$229.65	\$226.22	\$229.65
	NRC - Incremental Charge - Manual Service Order		\$25.93	NA	\$18.94	NA	NA	\$253.51	NA	\$27.84	NA
VIRTUAL COLLOCATION											
	NRC - Virtual Collocation - Application Cost - Manual	TBD	NA	NA	NA	NA	NA	NA	\$3,622.00	NA	NA
	NRC - Virtual Collocation - Cable Installation Cost per Cable - Manual	TBD	NA	NA	NA	NA	NA	NA	\$2,305.00	NA	NA
	RC - Virtual Collocation - Floor space per square feet	TBD	NA	NA	NA	NA	NA	NA	\$3.45	NA	NA
	RC - Virtual Collocation - Floor space power, per ampere	TBD	NA	NA	NA	NA	NA	NA	\$6.65	NA	NA
	RC - Virtual Collocation - Cable support structure, per entrance cable	TBD	NA	NA	NA	NA	NA	NA	\$18.66	NA	NA
2-wire Cross-Connect											
	RC	UEAC2	\$0.28	\$0.524	\$0.30	\$0.31	\$0.26	\$0.3996	\$0.09	\$0.3648	\$0.30
	NRC - 1st	UEAC2	\$30.76	\$11.57	\$12.60	\$54.21	\$23.04	\$30.93	\$41.78	\$41.50	\$19.20
	NRC - Add'l	UEAC2	\$29.40	\$11.57	\$12.60	\$51.07	\$22.11	\$29.59	\$39.23	\$38.94	\$19.20
	NRC - 1st - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.75	NA	NA
	NRC - Add'l - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.75	NA	NA
	NRC - Disconnect - 1st	UEAC2	\$12.75	NA	NA	NA	\$9.48	\$12.76	NA	NA	NA
	NRC - Disconnect - Add'l	UEAC2	\$11.38	NA	NA	NA	\$8.54	\$11.43	NA	NA	NA
4-wire Cross-Connect											
	RC	UEAC4	\$0.56	\$0.524	\$0.50	\$0.62	\$0.52	\$0.7992	\$0.18	\$0.7297	\$0.50
	NRC - 1st	UEAC4	\$66.71	\$11.57	\$12.60	\$54.23	\$23.23	\$31.17	\$41.91	\$41.56	\$19.20
	NRC - Add'l	UEAC4	\$50.43	\$11.57	\$12.60	\$50.96	\$22.24	\$29.77	\$39.25	\$38.90	\$19.20
	NRC - 1st - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.73	NA	NA
	NRC - Add'l - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.73	NA	NA
	NRC - Disconnect - 1st	UEAC4	\$12.82	NA	NA	NA	\$9.53	\$12.83	NA	NA	NA
	NRC - Disconnect - Add'l	UEAC4	\$11.39	NA	NA	NA	\$8.55	\$11.43	NA	NA	NA
2-fiber Cross-Connect											
	RC	CNC2F	\$12.10	NA	\$15.64	\$15.64	\$19.13	\$15.64	\$15.99	\$15.06	\$15.64
	NRC - 1st	CNC2F	\$55.46	NA	\$41.56	\$41.56	\$41.07	\$41.56	\$67.34	\$69.28	\$41.56
	NRC - Add'l	CNC2F	\$39.18	NA	\$29.82	\$29.82	\$29.63	\$29.82	\$48.55	\$48.89	\$29.82
	NRC - Disconnect - 1st	CNC2F	\$16.83	NA	NA	NA	\$12.84	\$12.96	NA	NA	NA

BELLSOUTH/CBEYOND RATES
NETWORK ELEMENTS
AND OTHER SERVICES
OSS/SWA 8XX/DATABASES

Attachment 2
Exhibit C
Rates - Page 6

DESCRIPTION		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC - Disconnect - Add'l	CNC2F	\$13.27	NA	NA	NA	\$10.29	\$10.34	NA	NA	NA
4-fiber Cross-Connect											
	RC	CNC4F	\$21.75	NA	\$28.11	\$28.11	\$34.38	\$28.11	\$28.74	\$27.08	\$28.11
	NRC - 1st	CNC4F	\$66.71	NA	\$50.53	\$50.53	\$49.81	\$50.53	\$82.35	\$84.07	\$50.53
	NRC - Add'l	CNC4F	\$50.43	NA	\$38.78	\$38.78	\$38.37	\$38.78	\$63.56	\$63.68	\$38.78
	NRC - Disconnect - 1st	CNC4F	\$21.86	NA	NA	NA	\$16.75	\$16.97	NA	NA	NA
	NRC - Disconnect - Add'l	CNC4F	\$18.31	NA	NA	NA	\$14.20	\$14.35	NA	NA	NA
DS1 Cross-Connects											
	RC	TBD	NA	NA	NA	NA	NA	NA	\$0.97	NA	NA
	NRC - 1st	TBD	NA	NA	NA	NA	NA	NA	\$71.02	NA	NA
	NRC - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$51.08	NA	NA
	NRC - Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
	NRC - Manual Service Order - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
DS3 Cross-Connects											
	RC	TBD	NA	NA	NA	NA	NA	NA	\$12.33	NA	NA
	NRC - 1st	TBD	NA	NA	NA	NA	NA	NA	\$69.84	NA	NA
	NRC - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$49.43	NA	NA
	NRC - Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
	NRC - Manual Service Order - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
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.											
	1 BellSouth and CLEC shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges. (FL)										
	2 This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.										
	3 This charge is only applicable where signaling usage measurement or billing capability does not exist.										
	4 Prices for AIN to be determined upon development of mediation device. (TN)										
	5 Price for Line Class Codes for Selective Routing shall be determined by the TRA. (TN)										

EXHIBIT 3

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 Cbeyond is occupying the Collocation Space as a sole occupant or as a Host within a Premises location pursuant to Section 4.

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 Cbeyond 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 hereby grants to Cbeyond a right to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size which is specified by Cbeyond and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth Premises include BellSouth Central Offices and Serving Wire Centers, as well as all buildings or similar structures owned or leased by BellSouth that house BellSouth Network Facilities and all structures that house facilities on public rights-of-way, including but not limited to, vaults containing loop concentrators and other similar structures. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth Premises other than BellSouth Central Offices, the Parties will negotiate said rates, terms, and conditions at the request for collocation at BellSouth Premises other than a Central Office. Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth Premises. The size specified by Cbeyond may contemplate a request for space sufficient to accommodate Cbeyond's growth within a two year period.

- 1.2.1 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 unused space in the Central Office Premises. Cbeyond will be responsible for any justification of unused space within its space, if such justification is required by the appropriate state commission.

- 1.3 Use of Space. Cbeyond shall use the Collocation Space for the purposes of installing, maintaining and operating Cbeyond's equipment (to include testing and monitoring equipment) used or useful to interconnect with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, Cbeyond may at its option, place Cbeyond-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, Cbeyond may connect to other interconnectors within the designated BellSouth Premises (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by

Cbeyond pursuant to section 5.6 following. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

- 1.4 Rates and charges. Cbeyond agrees to pay the rates and charges identified in Exhibit A attached hereto.

2. Space Notification

- 2.1 Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth will permit Cbeyond 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. BellSouth will respond to an 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 Cbeyond of the amount of space that is available.
- 2.2 Reporting. Upon request from Cbeyond, 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 Cbeyond 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) 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 Cbeyond and inform Cbeyond of the time frame under which it can respond.
- 2.3 Denial of Application. After notifying Cbeyond that BellSouth has no available space in the requested Premises (“Denial of Application”), BellSouth will allow Cbeyond, 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.
- 2.4 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).

- 2.5 Waiting List. 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. Cbeyond must submit an updated, complete, and correct application to BellSouth within 30 business days or notify BellSouth in writing that Cbeyond 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 Cbeyond 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 Cbeyond from the waiting list. Upon request, BellSouth will advise Cbeyond 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) business days of the Denial of Application date. 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.
- 2.7 State Agency Procedures. Notwithstanding the foregoing, should any state regulatory agency impose procedures or intervals different than 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 all applications submitted for the first time after the effective date thereof.

3. Collocation Options

- 3.1 Cageless. In accordance and compliance with local building code, BellSouth shall allow Cbeyond to collocate Cbeyond's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow Cbeyond to have direct access to its equipment and facilities but may require Cbeyond to use a central entrance to the BellSouth Premises. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where Cbeyond'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, Cbeyond 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 6.5 following.

- 3.2 Cages and Adjacent Arrangement Enclosures. At Cbeyond's option and upon request, BellSouth shall construct enclosures in compliance with Cbeyond's collocation request and in accordance and compliance with local building code. At Cbeyond's request, BellSouth shall permit Cbeyond 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 Cbeyond subcontracts the construction, Cbeyond must arrange with a BellSouth Certified Contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at Cbeyond'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, Cbeyond and Cbeyond's BellSouth Certified Contractor must comply with local building code requirements. Cbeyond'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 Cbeyond and provide, at Cbeyond's expense, the documentation, including architectural drawings, necessary for Cbeyond to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to Cbeyond the costs of providing the documentation. The BellSouth Certified Contractor shall bill Cbeyond directly for all work performed for Cbeyond pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. Cbeyond 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 Cbeyond's locked enclosure prior to notifying Cbeyond.
- 3.3.1 BellSouth has the right to review Cbeyond's plans and specifications prior to allowing construction to start. BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's guidelines and specifications and to require Cbeyond to remove or correct at Cbeyond's cost any structure that does not meet these standards.
- 3.4 Shared (Subleased) Caged Collocation. Cbeyond may allow other telecommunications carriers to share Cbeyond's caged collocation arrangement pursuant to terms and conditions agreed to by Cbeyond ("Host") and other telecommunications carriers ("Guests") and pursuant to this section in accordance and compliance with local building code, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. Cbeyond shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within 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 Cbeyond that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Cbeyond.

- 3.4.1 Cbeyond shall be the sole interface and responsible Party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; 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 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 Cbeyond shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Cbeyond's 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 provide adjacent collocation arrangements ("Adjacent Arrangement") where 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 Cbeyond and in conformance with BellSouth's design and construction specifications. Further, Cbeyond shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Adjacent Arrangement.
- 3.4.1 Should Cbeyond elect such option, Cbeyond 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, Cbeyond and Cbeyond's BellSouth Certified Contractor must comply with local building code requirements. Cbeyond's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Cbeyond's BellSouth Certified Contractor shall bill Cbeyond directly for all work performed for Cbeyond pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. Cbeyond 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 Cbeyond's locked enclosure prior to notifying Cbeyond.

- 3.4.2 BellSouth maintains the right to review Cbeyond's plans and specifications prior to construction of an Adjacent Arrangement(s). BellSouth may inspect the 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 Cbeyond, at Cbeyond'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 Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.
- 3.4.3 Cbeyond 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 interconnection. At Cbeyond's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. Cbeyond's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.5.1 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 preceding.
- 4. Occupancy**
- 4.1 Commencement Date. The "Commencement Date" shall be the day Cbeyond's equipment becomes operational as described in Article 4.2, following.
- 4.2 Occupancy. BellSouth will notify Cbeyond in writing that the Collocation Space is ready for occupancy. Cbeyond 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, Cbeyond's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.
- 4.3 Termination. Except where otherwise agreed to by the Parties, Cbeyond may terminate occupancy in a particular Collocation Space upon thirty (30) business days prior written notice to BellSouth. Upon termination of such occupancy, Cbeyond at its expense shall remove its equipment and other property from the Collocation Space. Cbeyond shall have thirty (30) business days from the termination date to complete such removal, including the removal of all equipment and facilities of Cbeyond's Guests; provided, however, that Cbeyond shall continue payment of monthly fees to BellSouth until such date as Cbeyond

has fully vacated the Collocation Space. Should Cbeyond or Cbeyond's Guest fail to vacate the Collocation Space within thirty (30) business days from the termination date, BellSouth shall have the right to remove the equipment and other property of Cbeyond or Cbeyond's Guest at Cbeyond's expense and with no liability for damage or injury to Cbeyond or Cbeyond's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Attachment with respect to a Collocation Space, Cbeyond shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by the Cbeyond except for ordinary wear and tear unless otherwise agreed to by the Parties. Cbeyond shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement 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 used or useful for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services. Such equipment used or useful for interconnection and access to unbundled network elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and multiplexers, and digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching modules. Nothing in this section requires BellSouth to permit collocation of equipment used solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of requesting carriers to use all the features, functions, and capabilities of equipment collocated pursuant to this section.
- 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.
- 5.1.2 Cbeyond 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.
- 5.1.3 Cbeyond shall place a plaque or other identification affixed to Cbeyond's equipment necessary to identify Cbeyond's equipment, including a list of emergency contacts with telephone numbers.

- 5.2 Entrance Facilities. Cbeyond may elect to place Cbeyond-owned or Cbeyond-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of entrance 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. Cbeyond will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Cbeyond will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to Cbeyond's equipment in the Collocation Space. In the event Cbeyond utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Cbeyond must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Cbeyond is responsible for maintenance of the entrance facilities. At Cbeyond's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions.
- 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 Cbeyond 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 Cbeyond'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. Cbeyond may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another Cbeyond collocation arrangement within the same BellSouth Premises. Cbeyond must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to Cbeyond-provided riser cable.
- 5.3 Splicing in the Entrance Manhole. Although not generally permitted, should Cbeyond request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request. When the request for a splice is granted to Cbeyond by BellSouth, Cbeyond shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

- 5.4 Demarcation Point. BellSouth will designate the point(s) of interconnection between Cbeyond'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. Cbeyond shall be responsible for providing, and a supplier certified by BellSouth ("Cbeyond's BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Cbeyond or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.5, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At Cbeyond'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. Cbeyond must make arrangements with a BellSouth Certified Supplier for such placement.
- 5.5 Cbeyond's Equipment and Facilities. Cbeyond, or if required by this Attachment, Cbeyond'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 Cbeyond. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.
- 5.6 Co-carrier cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth's telecommunications services, unbundled network elements, and facilities, Cbeyond may directly connect to other interconnectors within the designated BellSouth Premises (including to its other virtual or physical collocated arrangements) through facilities owned by Cbeyond or through BellSouth facilities designated by Cbeyond, at Cbeyond's option. Such connections to other carriers may be made using either optical or electrical facilities. Cbeyond may deploy such optical or electrical connections directly between its own facilities and the facilities of other interconnector(s) without being routed through BellSouth equipment.
- 5.6.1 If Cbeyond requests a co-carrier cross-connect after the initial installation, Cbeyond must submit an application with a Subsequent Application Fee. Cbeyond must use a BellSouth Certified Supplier to place the co-carrier cross connect, except in cases where the Cbeyond equipment and the equipment of the other interconnector are located within contiguous Collocation Spaces. In cases where Cbeyond's equipment and the equipment of the other interconnector are located in contiguous Collocation Spaces, Cbeyond will have the option to deploy the co-carrier cross connects between the sets of equipment. Where cable support structure exists for such connection, there will be a recurring charge per linear foot of support structure used. When cable support structures do not exist and

must be constructed, a pro-rated non-recurring charge for the individual case will be assessed to all that benefit from that construction.

- 5.7 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 reasonable notice to Cbeyond when access to the Collocation Space is required. Cbeyond may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Cbeyond will not bear any of the expense associated with this work.
- 5.8 Access. Pursuant to Section 11, Cbeyond shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Cbeyond 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 Cbeyond or Cbeyond's Guests provided with access keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. Cbeyond agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Cbeyond employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Cbeyond or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.8.1 Lost or Stolen Access Keys. Cbeyond shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Cbeyond shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.9 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other interconnector located in the Premises; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Collocation Space, or the Premises; shall not compromise the privacy of any communications carried in, from, or through the Premises; 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 Cbeyond violates the provisions of this paragraph, BellSouth shall give written notice to Cbeyond, which notice shall direct Cbeyond to cure the violation within forty-eight (48) hours of Cbeyond'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. If Cbeyond 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 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 Cbeyond's equipment. BellSouth will endeavor, but is not required, to provide notice to Cbeyond prior to taking such action and shall have no liability to Cbeyond for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10 Personalty and its Removal. Subject to requirements of this Attachment, Cbeyond may place or install in or on the Collocation Space such facilities and equipment, including storage for spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, does not violate floor loading requirements, nor imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by Cbeyond in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by Cbeyond at any time. Any damage caused to the Collocation Space by Cbeyond's employees, agents or representatives during the removal of such property shall be promptly repaired by Cbeyond at its expense.
- 5.11 Alterations. In no case shall Cbeyond or any person acting on behalf of Cbeyond 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 Cbeyond. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and Subsequent Application Fee, pursuant to sub-section 6.2.2
- 5.12 Janitorial Service. Cbeyond shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and shall arrange directly with a BellSouth Certified Contractor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.
- 6. Ordering and Preparation of Collocation Space**
- 6.1 Should any state regulatory agency impose procedures or intervals different than 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 all applications submitted for the first time after the effective date thereof.
- 6.2 Application for Space. Cbeyond shall submit an application document when Cbeyond or Cbeyond's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Collocation Space.

- 6.2.1 Initial Application. For Cbeyond or Cbeyond's Guest(s) initial equipment placement, Cbeyond shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"), together with payment of the Application Fee as stated in Exhibit A. 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 Cbeyond's Collocation Space(s) and an estimate of the amount of square footage required.
- 6.2.2 Subsequent Application Fee. In the event Cbeyond or Cbeyond's Guest(s) desire to modify the use of the Collocation Space, Cbeyond shall complete an Application document detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in Exhibit A. Said 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 Cbeyond 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, and equipment additions. The fee paid by Cbeyond 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 Cbeyond. 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 fee ranging from the minimum Subsequent Application Fee up to the full Application Fee for the appropriate state 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 Cbeyond within 30 calendar days following Cbeyond's receipt of a bill or invoice from BellSouth.
- 6.3 Application Response. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond within ten (10) business 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. When space has been determined to be available, BellSouth will provide a comprehensive written response ("Application Response") within thirty (30) business days of receipt of a Bona Fide Application. The Application Response will include the configuration of the space, the Cable Installation Fee, and the estimated Space Preparation Fee, as described in Section 7. When multiple applications are submitted 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. If a modification or revision is made to any information in Sections 2 through 12 or 15 of a Bona Fide Application for Physical Collocation, or Sections 2 through 10 or 13 of a Bona Fide Application for Adjacent Collocation, either at the request of Cbeyond or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) business days after BellSouth receives such application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Cbeyond's Bona Fide Application as a result of changes requested by Cbeyond to Cbeyond's original application, then BellSouth will charge Cbeyond a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require Cbeyond to resubmit the application with an Application Fee. Cbeyond may modify or revise Section 1, 13, 14, or 16 of a Bona Fide Application for Physical Collocation, or Sections 1, 11, or 12 of a Bona Fide Application for Adjacent Collocation, without incurring additional expense or a longer Application Response interval.
- 6.5 Bona Fide Firm Order. Cbeyond shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires Cbeyond to complete the Application/Inquiry process described in Section 6.2, preceding, and submit the Physical Expanded Interconnection Firm Order document (BSTEI-1P-F) indicating acceptance of the Application Response provided by BellSouth ("Bona Fide Firm Order") and all appropriate fees, as set forth in Section 7. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) business days after BellSouth's Application Response to Cbeyond's Bona Fide Application.
- 6.5.1 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 Cbeyond'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 Cbeyond's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Cbeyond.
- 6.5.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

- 6.5.4 Cbeyond must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date Cbeyond desires access to the Collocation Space.
- 6.6 Construction and Provisioning Interval. BellSouth will negotiate construction and provisioning intervals on an individual case basis. 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 120 calendar days from receipt of a Bona Fide Firm Order. 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 180 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.
- 6.6.1 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and Cbeyond will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to 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 Cbeyond during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.
- 6.6.2 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.
- 6.6.3 Acceptance Walk Through. Cbeyond and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by Cbeyond. BellSouth will correct any deviations to Cbeyond'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.
- 6.7 Use of BellSouth Certified Supplier. Cbeyond shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work required in TR 73503 in the Collocation Space. In some cases, Cbeyond must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and

- power equipment. BellSouth shall provide Cbeyond with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Cbeyond's equipment and components, installing co-carrier cross connects, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Cbeyond upon successful completion of installation. The BellSouth Certified Supplier shall bill Cbeyond directly for all work performed for Cbeyond 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 Cbeyond or any supplier proposed by Cbeyond.
- 6.8 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. Cbeyond shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Cbeyond's Collocation Space. Upon request, BellSouth will provide Cbeyond with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Cbeyond. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.
- 6.9 Basic Telephone Service. Upon request of Cbeyond, 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.
- 6.10 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Premises space or support mechanisms which is required to accommodate physical collocation, unless otherwise specified in Attachment A. Cbeyond's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by Cbeyond divided by the total Premises square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to, HVAC equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, or ground plane addition. Such renovation or upgrade will be evaluated and the charges assessed on a per Premises basis. BellSouth will reimburse Cbeyond in an amount equal to Cbeyond's reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.
- 6.11 Virtual Collocation Transition. BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its F.C.C. Tariff No. 1. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, Cbeyond may purchase 2-wire and 4-wire cross-connects as set forth in Exhibit A, and Cbeyond may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. 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, Cbeyond may transition 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 Cbeyond, such information will be provided to Cbeyond in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to Cbeyond within 180 calendar days of BellSouth's written denial of Cbeyond's request for physical collocation, and (ii) Cbeyond was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then Cbeyond 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. Cbeyond 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.
- 6.12 Cancellation. If, at anytime, Cbeyond cancels its order for the Collocation Space(s), Cbeyond will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount Cbeyond would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.
- 6.13 Licenses. Cbeyond, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.
- 7. Rates and Charges**
- 7.1 Non-recurring Fees. In addition to the Application Fee referenced in Section 6, preceding, Cbeyond shall remit payment of a Cable Installation Fee and one-half (1/2) of the estimated Space Preparation Fee, as applicable, coincident with submission of a Bona Fide Firm Order. The estimated Space Preparation Fee and the Cable Installation Fee shall be included in the Application Response. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) calendar days following Cbeyond's receipt of a bill or invoice from BellSouth. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in Section 6.2.2) if Cbeyond requests a modification to the arrangement.
- 7.2 Documentation. Upon request following the receipt of a bill or invoice from BellSouth for the outstanding balance of the actual Space Preparation Fee, BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 6, preceding.

- 7.3 Space Preparation Fee in North Carolina. In North Carolina, the Space Preparation Fee is a monthly recurring charge, assessed per arrangement, per location, which is due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date Cbeyond first occupies the Collocation Space, which include survey, engineering, design and modification costs for network, building and support systems. In the event Cbeyond opts for cageless space, the space preparation charge will be assessed based on the total floor space dedicated to Cbeyond as described in Section 7.5. The Space Preparation Fee always consists of charges for Central Office Modifications, Power, and Common Systems Modifications. The charge for Common Systems Modification will be on a per square foot basis for cageless and on a per cage basis for caged collocation. The charge for Power will be assessed per the nominal -48V DC ampere requirements specified by Cbeyond on the Bona Fide Application.
- 7.4 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed.
- 7.5 Floor Space. The floor space charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include amperage necessary to power Cbeyond's equipment. When the Collocation Space is enclosed, Cbeyond shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Cbeyond shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event Cbeyond's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Cbeyond shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date Cbeyond first occupies the Collocation Space, whichever is sooner.
- 7.6 Power. BellSouth shall make available -48 Volt (-48V) DC power for Cbeyond's Collocation Space at a BellSouth Power Board or BellSouth Batter Distribution Fuse Bay ("BDFB") at Cbeyond's option within the Premises.
- 7.6.1 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 Cbeyond's equipment or space enclosure. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by Cbeyond's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by Cbeyond's BellSouth Certified power

Supplier. Cbeyond's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date.

- 7.6.2 The non-recurring construction charge for construction of additional DC power plant or upgrade of the existing DC power plant in a Premises as a result of Cbeyond's request to collocate in that Premises ("Power Plant Construction"), will be assessed per the nominal – 48V DC ampere requirements specified by Cbeyond on the physical collocation application. BellSouth reserves the right to monitor actual usage to verify accuracy of Cbeyond's power requirements. Cbeyond shall pay its pro-rated share of costs associated with the Power Plant Construction, including but not limited to, standby AC plant elements, DC power plant elements, and the BDFB, where applicable. If Cbeyond does not require power feeders from a BDFB, the BDFB component will not be applied to the Power Plant Construction charge. If Cbeyond requires power feeders from both a BellSouth power board and a BellSouth BDFB, the Power Plant Construction charge will include all three components for the amount of nominal current fed from the BDFB, but will only include the standby AC and DC power plant components for the amount of nominal current fed from the power board. BellSouth shall comply with all BellCore (Telcordia) and ANSI Standards regarding power cabling, including BellCore (Telcordia) Network Equipment Building System (NEBS) Standard GR-63-CORE. The costs of Power Plant Construction shall be pro-rated and shared among all who benefit from that construction. Cbeyond shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. Cbeyond shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) calendar days of completion of the Power Plant Construction.
- 7.6.3 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, Cbeyond 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 Cbeyond's dedicated power plant results in construction of a new power plant room, upon termination of this Agreement, Cbeyond shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Cbeyond is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to Cbeyond's equipment. When obtaining power from a BellSouth BDFB or miscellaneous fuse positions on a BellSouth power board, power cables must be engineered, furnished and installed by Cbeyond using a BellSouth Certified power Supplier. 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 Cbeyond must provide BellSouth a copy of the engineering power specifications prior to the Commencement Date. BellSouth will provide the power feeder cable support structure between the BellSouth BDFB or power board and Cbeyond's arrangement area. Cbeyond shall contract a BellSouth Certified Supplier who will be responsible for the following: power cable support structure within Cbeyond's

arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. Cbeyond shall comply with all applicable National Electric Code (NEC), BellSouth TR-73503, BellCore (Telcordia) and ANSI Standards regarding power cabling.

- 7.6.4 If Cbeyond elects to install its own DC Power Plant, BellSouth shall provide AC power to feed Cbeyond'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 Cbeyond's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Cbeyond's BellSouth Certified Supplier must also provide a copy of the engineering power 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 Cbeyond's option, Cbeyond may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 7.7 Security Escort. A security escort will be required whenever Cbeyond or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 6.4.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.
- 7.8 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 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, Cbeyond shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Cbeyond. 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.
- 7.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges

under this Attachment shall be due thirty (30) calendar days after receipt of the bill (payment due date). Cbeyond will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

8. Insurance

- 8.1 Cbeyond 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 Cbeyond 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 Cbeyond's real and personal property situated on or within BellSouth's Central Office location(s).
 - 8.2.4 Cbeyond 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 Cbeyond 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 Cbeyond shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all Cbeyond's property has been removed from BellSouth's Premises, whichever period is longer. If Cbeyond fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Cbeyond.

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

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

- 8.6 Cbeyond 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 Cbeyond's net worth exceeds five hundred million dollars (\$500,000,000), Cbeyond may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.3. Cbeyond 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 Cbeyond in the event that self-insurance status is not granted to Cbeyond. If BellSouth approves Cbeyond for self-insurance, Cbeyond shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Cbeyond's corporate officers. The ability to self-insure shall continue so long as the Cbeyond meets all of the requirements of this Section. If the Cbeyond subsequently no longer satisfies this Section, Cbeyond is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.3.
- 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 Cbeyond 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.

9. Mechanics Liens

- 9.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Cbeyond), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other

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

10. Inspections

- 10.1 BellSouth shall conduct an inspection of Cbeyond's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Cbeyond's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Cbeyond adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Cbeyond with a minimum 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 3.3, preceding, or authorized agents of Cbeyond will be permitted in the BellSouth Premises. Cbeyond shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the Cbeyond name. BellSouth reserves the right to remove from its premises any employee of Cbeyond not possessing identification issued by Cbeyond or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Cbeyond shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Cbeyond shall be solely responsible for ensuring that any Guest of Cbeyond is in compliance with all subsections of this Section 11.
- 11.1.1 Cbeyond will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Cbeyond employee being considered for work on the BellSouth Premises, for the states/counties where the Cbeyond employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

- 11.1.2 Cbeyond 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 Cbeyond shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Cbeyond shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Cbeyond personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the even that Cbeyond chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Cbeyond may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 11.1.4 For each Cbeyond employee requiring access to a BellSouth Premises pursuant to this Attachment, Cbeyond shall furnish BellSouth, prior to an employee gaining such access, a certification that the 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, Cbeyond will disclose the nature of the convictions to BellSouth at that time. In the alternative, Cbeyond may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 11.1.5 At BellSouth's request, Cbeyond shall promptly remove from the BellSouth's Premises any employee of Cbeyond 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 Cbeyond 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 Cbeyond'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 Cbeyond's Security contact of such interview. Cbeyond and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Cbeyond's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Cbeyond for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Cbeyond's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Cbeyond for BellSouth property which is stolen or damaged where an investigation determines the culpability of Cbeyond's employees, agents, or contractors and where

- Cbeyond agrees, in good faith, with the results of such investigation. Cbeyond 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 the BellSouth Premises, any employee found to have violated the security and safety requirements of this section. Cbeyond 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 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.
- 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.

12. Destruction of Collocation Space

- 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 Cbeyond's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Attachment, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Cbeyond's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Cbeyond, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Cbeyond may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Cbeyond's acceleration of the project increases the cost of the project, then those additional

charges will be incurred by Cbeyond. Where allowed and where practical, Cbeyond may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Cbeyond shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Cbeyond's permitted use, until such Collocation Space is fully repaired and restored and Cbeyond's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where Cbeyond has placed an Adjacent Arrangement pursuant to section 3.4, Cbeyond shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

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 Cbeyond shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

14. Nonexclusivity

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

EXHIBIT A: BELLSOUTH/Cbeyond RATES – ALABAMA
PHYSICAL 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)
PE1BA	Application Fee	Per request	NA	\$7,124.00 Disconnect Charge \$1.73
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	\$1,600.00 Minimum
PE1BG	Space Preparation Fee (Note 2) Mechanical / HVAC*	Per ton (one ton minimum)		\$2,400.00
PE1BB	Ground Bar*	Per connection		\$720.00
PE1SC	Project Management*	Per arrangement		\$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
PE1SG	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
PE1BW	Space Enclosure (Note 3) Welded Wire-mesh	Per first 100 sq. ft.	\$136.64	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$15.85	NA
PE1PJ	Floor Space	Per sq. ft.	\$3.85	NA
PE1BD	Cable Installation	Per cable	NA	\$2,335.00
PE1PM	Cable Support Structure	Per entrance cable	\$23.23	NA
PE1PL	Power -48V DC Power	Per amp	\$7.14	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects (Note 4) 2-wire	Per cross connect	\$0.28	First/Add'l \$30.76/\$29.40
PE1P4	4-wire		\$0.56	\$31.01/\$29.58
PE1P1	DS-1		\$2.14	\$60.81/\$41.71
PE1P3	DS-3		\$38.63	\$57.80/\$39.81

ALABAMA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1F2 PE1F4	Cross Connects (continued) 2-fiber 4-fiber	Per cross connect	\$12.10 \$21.75	First/Add'l \$55.46/\$39.18 \$66.71/\$50.43
	2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber			Disconnect Charges First/Add'l \$12.75/\$11.38 \$12.82/\$11.39 \$12.85/\$11.50 \$14.93/\$11.76 \$16.83/\$13.27 \$21.86/\$18.31
PE1ES Fiber PE1DS Copper (TBD)	Co-Carrier Cross-Connect (Note 5) Fiber Cable Support Structure, existing Copper or Coaxial Cable Support Structure, existing Cable Support Structure Construction, new	Per linear ft. Per linear ft. Per new construction	\$0.06 \$0.03 NA	NA NA ICB
PE1AX 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	\$52.00	\$55.00 \$35.00 \$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
PE1PE PE1PF PE1PG PE1PH PE1B2 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

ALABAMA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
AEH	Additional Engineering Fee (Note 6)	Per request, First half hour/add'l half hour		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00
	Security Escort	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	\$43.47/\$25.82
PE1OT	Overtime		NA	\$55.25/\$32.79
PE1PT	Premium Time		NA	\$67.03/\$39.76

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth assessment related to expenditure of capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Cbeyond will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event Cbeyond opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Cbeyond as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Cbeyond may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill Cbeyond for the space enclosure, and this fee shall not be applicable.

EXHIBIT A: BELL SOUTH/Cbeyond RATES – ALABAMA
PHYSICAL COLLOCATION (continued)

- (4) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

		Disconnect Charges
	First / Additional	First / Additional
2-wire	\$34.03 / \$32.67	\$14.48 / \$13.11
4-wire	\$34.28 / \$32.85	\$14.55 / \$13.12
DS-1	\$64.08 / \$44.98	\$14.58 / \$13.23
DS-3	\$61.07 / \$43.08	\$16.66 / \$13.49

- (5) **Co-Carrier Cross-Connect:** As stated in Section 1.2 of the Collocation Attachment, Cbeyond may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (6) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Cbeyond-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Cbeyond agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/Cbeyond RATES – FLORIDA
PHYSICAL 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)
PE1BA	Application Fee	Per request	\$15.53	\$3,248.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	\$1,600.00 Minimum
PE1BG	Space Preparation Fee (Note 2) Mechanical / HVAC*	Per ton (one ton minimum)		\$2,400.00
PE1BB	Ground Bar*	Per connection		\$720.00
PE1SC	Project Management*	Per arrangement		\$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
PE1BW	Space Enclosure (Note 3) Wire Cage	Per first 100 sq. ft.	\$41.99	NA
PE1BC	Gypsum Board Cage	Per first 100 sq. ft.	\$84.10	NA
PE1BF	Fire Rated Cage	Per first 100 sq. ft.	\$99.73	NA
PE1CW	Wire Cage	Per add'l 50 sq. ft.	\$4.14	NA
PE1CC	Gypsum Board Cage	Per add'l 50 sq. ft.	\$9.35	NA
PE1CF	Fire Rated Cage	Per add'l 50 sq. ft.	\$11.30	NA
PE1PJ	Floor Space	Per sq. ft.	\$4.25	NA
PE1BD	Cable Installation	Per cable	\$2.77	\$1,056.00
PE1PM	Cable Support Structure		\$22.94	NA
PE1PL	Power -48V DC Power	Per amp	\$6.95	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects (Note 4) 2-wire	Per cross connect	\$.0524	\$11.57

PE1P4	4-wire		\$.0524	\$11.57
-------	--------	--	----------	---------

FLORIDA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects (continued)	Per cross connect		
PE11S	DS-1/DCS		\$8.085	\$69.64
PE1P1	DS-1/DSX		\$4.110	\$69.64
PE13S	DS-3/DCS		\$56.97	\$528.00
PE13X	DS-3/DSX		\$10.06	\$528.00
PE1F2	Optical Cross Connects		\$6.46	\$2,431.00
	Co-Carrier Cross-Connect (Note 5)			
PE1ES	Fiber Cable Support Structure, existing	Per linear ft.	\$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	\$0.03	NA
Copper (TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1AX	Security Access System Security System*	Per premises	\$52.00	
	New Access Card Activation*	Per request 5 cards	NA	\$85.12
PE1AA	Administrative change, existing card*	Per card		\$35.00
PE1AR	Replace lost or stolen card*	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
	POT Bay (Note 6)		NA	NA
AEH	Additional Engineering Fee (Note 7)	Per request, First half hour/add'l half hour		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00
	Security Escort	Per ¼ hour		
PE1BT	Basic Time		NA	\$10.89
PE1OT	Overtime		NA	\$13.64
PE1PT	Premium Time		NA	\$16.40

EXHIBIT A: BELL SOUTH/Cbeyond RATES – FLORIDA
PHYSICAL COLLOCATION (continued)

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Cbeyond will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and type of arrangement requested.
- (3) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Cbeyond may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill Cbeyond for the space enclosure, and this fee shall not be applicable.
- (4) **Cross Connects:** Rates shown are the equivalent per cross connect rates based on the Florida PSC Ordered rates as follows:

<u>Cross Connects</u>	<u>Per Cross Connect</u>	<u>RC</u>	<u>NRC</u>
2-wire	Per 100 X-Connects	\$5.24	\$1,157.00
4-wire	Per 100 X-Connects	\$5.24	\$1,157.00
DS-1/DCS	Per 28 X-Connects	\$226.39	\$1,950.00
DS-1/DSX	Per 28 X-Connects	\$11.51	\$1,950.00
DS-3/DCS	Per Cross Connect	\$56.97	\$ 528.00
DS-3/DSX	Per Cross Connect	\$10.06	\$528.00
Optical Cross Connects	Per Cross Connect	\$6.46	\$2,431.00

EXHIBIT A: BELLSOUTH/Cbeyond RATES – FLORIDA
PHYSICAL COLLOCATION (continued)

- (5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Cbeyond may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (6) **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 Cbeyond to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.
- (7) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Cbeyond-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Cbeyond agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/Cbeyond RATES – GEORGIA
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and subject to true-up

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 (Note 1)	Per request	NA	\$1,600.00 Minimum
PE1BG	Space Preparation Fee (Note 2)	Per sq. ft.	NA	\$100.00
PE1BW	Space Enclosure (Note 3) Welded Wire-mesh	Per first 100 sq. ft.	\$170.64	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$17.33	NA
PE1PJ	Floor Space Zone A	Per sq. ft.	\$7.50	NA
PE1PK	Zone B	Per sq. ft.	\$6.75	NA
PE1BD	Cable Installation	Per cable	NA	\$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	\$13.35	NA
PE1PL	Power -48V DC Power	Per amp	\$5.00	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects 2-wire	Per cross connect	\$0.30	First/Add'l \$12.60/\$12.60
PE1P4	4-wire		\$0.50	\$12.60/\$12.60
PE1P1	DS-1		\$8.00	\$155.00/\$27.00
PE1P3	DS-3		\$72.00	\$155.00/\$27.00
PE1F2	2-fiber		\$15.64	\$41.56/\$29.82
PE1F4	4-fiber		\$28.11	\$50.53/\$38.78
PE1ES	Co-Carrier Cross-Connect (Note 4) Fiber Cable Support Structure, existing	Per linear ft.	\$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	\$0.03	NA
Copper (TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB

GEORGIA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System Security System*	Per premises	\$52.00	
PE1AA	New Access Card Activation*	Per card		\$55.00
	Administrative change, existing card*	Per card		\$35.00
PE1AR	Replace lost or stolen card*	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.40	NA
PE1PF	4-Wire Cross-Connect		\$1.20	NA
PE1PG	DS1 Cross-Connect		\$1.20	NA
PE1PH	DS3 Cross-Connect		\$8.00	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
AEH	Additional Engineering Fee (Note 5)	Per request, First half hour/add'l half hour		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$41.00/\$25.00
PE1OT	Overtime		NA	\$48.00/\$30.00
PE1PT	Premium Time		NA	\$55.00/\$35.00

Note(s)

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Cbeyond will be assessed the full Application Fee for all subsequent activity for completed arrangements.

EXHIBIT A: BELLSouth/Cbeyond RATES – GEORGIA
PHYSICAL COLLOCATION (continued)

- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, 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 Cbeyond opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Cbeyond as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Cbeyond may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill Cbeyond for the space enclosure, and this fee shall not be applicable.
- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Cbeyond may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Cbeyond-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Cbeyond agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/Cbeyond RATES – KENTUCKY
PHYSICAL 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)
PE1BA	Application Fee	Per request	NA	\$9,926.72
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	\$1,600.00 Minimum
PE1BG	Space Preparation Fee (Note 2) Mechanical / HVAC*	Per ton (one ton minimum)		\$2,400.00
PE1BB	Ground Bar*	Per connection		\$720.00
PE1SC	Project Management*	Per arrangement		\$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
PE1BW	Space Enclosure (Note 3) Welded Wire-mesh	Per first 100 sq. ft.	\$201.02	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$20.42	NA
PE1PJ	Floor Space	Per sq. ft.	\$5.00	NA
PE1BD	Cable Installation	Per cable	NA	\$2,327.08
PE1PM	Cable Support Structure	Per entrance cable	\$24.23	NA
PE1PL	Power -48V DC Power	Per amp	\$7.68	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects 2-wire	Per cross connect	\$0.31	First/Add'l \$54.21/\$51.07
PE1P4	4-wire		\$0.62	\$54.23/\$50.96
PE1P1	DS-1		\$1.92	\$99.23/\$69.15
PE1P3	DS-3		\$39.94	\$97.48/\$66.90
PE1F2	2-fiber		\$15.64	\$41.56/\$29.82
PE1F4	4-fiber		\$28.11	\$50.53/\$38.78

KENTUCKY (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1ES	Co-Carrier Cross-Connect (Note 4)			
Fiber	Fiber Cable Support Structure, existing	Per linear ft.	\$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	\$0.03	NA
Copper	Cable Support Structure Construction, new	Per new construction	NA	ICB
(TBD)				
PE1AX	Security Access System Security System*	Per premises	\$52.00	
PE1AA	New Access Card Activation	Per card		\$55.00
	Administrative change, existing card	Per card		\$35.00
PE1AR	Replace lost or stolen card	Per card		\$250.00
PE1SR	Space Availability Report	Per premises requested		\$550.00
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PF	2-Wire Cross-Connect		\$0.06	NA
PE1PG	4-Wire Cross-Connect		\$0.15	NA
PE1PH	DS1 Cross-Connect		\$0.58	NA
PE1B2	DS3 Cross-Connect		\$4.51	NA
PE1B4	2 Fiber Cross-Connect		\$38.79	NA
	4 Fiber Cross-Connect		\$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$56.09/\$31.99
PE1OT	Overtime		NA	\$67.75/\$39.00
PE1PT	Premium Time		NA	\$79.41/\$46.01
AEH	Additional Engineering Fee (Note 5)	Per request, first half hr/add'l half hr.		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00

EXHIBIT A: BELLSOUTH/Cbeyond RATES – KENTUCKY
PHYSICAL COLLOCATION (continued)

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Cbeyond will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event Cbeyond opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Cbeyond as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Cbeyond may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill Cbeyond for the space enclosure, and this fee shall not be applicable.
- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Cbeyond may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

EXHIBIT A: BELLSOUTH/Cbeyond RATES – KENTUCKY
PHYSICAL COLLOCATION (continued)

- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Cbeyond-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Cbeyond agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/Cbeyond RATES – LOUISIANA
PHYSICAL 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)
PE1BA	Application Fee	Per request	NA	\$4,910.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	\$1,600.00 Minimum
PE1BG	Space Preparation Fee (Note 2) Mechanical / HVAC*	Per ton (one ton minimum)		\$2,400.00
PE1BB	Ground Bar*	Per connection		\$720.00
PE1SC	Project Management*	Per arrangement		\$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
PE1BW	Space Enclosure (Note 3) Welded Wire-mesh	Per first 100 sq. ft.	\$197.55	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$20.07	NA
PE1PJ	Floor Space	Per sq. ft.	\$4.01	NA
PE1BD	Cable Installation	Per cable	NA	\$1,706.00 Disconnect charge \$36.00
PE1PM	Cable Support Structure	Per entrance cable	\$24.05	NA
PE1PL	Power -48V DC Power	Per amp	\$7.15	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects (Note 4) 2-wire	Per cross connect	\$0.26	First/Add'l \$23.04/\$22.11
PE1P4	4-wire		\$0.52	\$23.23/\$22.24
PE1P1	DS-1		\$2.03	\$43.61/\$30.60
PE1P3	DS-3		\$36.27	\$41.46/\$29.20

LOUISIANA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1F2 PE1F4	Cross Connects (continued) 2-fiber 4-fiber 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per cross connect	\$19.13 \$34.38	First/Add'l \$41.07/\$29.63 \$49.81/\$38.37 Disconnect Charges First/Add'l \$9.48/\$8.54 \$9.53/\$8.55 \$9.56/\$8.63 \$11.06/\$8.86 \$12.84/\$10.29 \$16.75/\$14.20
PE1ES Fiber PE1DS Copper (TBD)	Co-Carrier Cross-Connect (Note 5) Fiber Cable Support Structure, existing Copper or Coaxial Cable Support Structure, existing Cable Support Structure Construction, new	Per linear ft. Per linear ft. Per new construction	\$0.06 \$0.03 NA	NA NA ICB
PE1AX 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	\$52.00	\$55.00 \$35.00 \$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
PE1PE PE1PF PE1PG PE1PH PE1B2 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

LOUISIANA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$32.35/\$19.95
PE1OT	Overtime		NA	\$40.50/\$25.00
PE1PT	Premium Time		NA	\$48.66/\$30.05
AEH	Additional Engineering Fee (Note 6)	Per request, first half hr/add'l half hr.		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Cbeyond will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event Cbeyond opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Cbeyond as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Cbeyond may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill Cbeyond for the space enclosure, and this fee shall not be applicable.

EXHIBIT A: BELL SOUTH/Cbeyond RATES – LOUISIANA
PHYSICAL COLLOCATION (continued)

- (4) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	First / Additional	Disconnect Charges First / Additional
2-wire	\$24.92/\$23.99	\$10.56/\$9.62
4-wire	\$25.11/\$24.12	\$10.61/\$9.63
DS-1	\$45.49/\$32.48	\$10.64/\$9.71
DS-3	\$43.34/\$31.08	\$12.14/\$9.94

- (5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Cbeyond may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (6) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Cbeyond-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Cbeyond agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/Cbeyond RATES – MISSISSIPPI
PHYSICAL 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)
PE1BA	Application Fee	Per request	NA	\$6,993.00 Disconnect Charge \$1.70
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	\$1,600.00 Minimum
PE1BG	Space Preparation Fee (Note 2) Mechanical / HVAC*	Per ton (one ton minimum)		\$2,400.00
PE1SBB	Ground Bar*	Per connection		\$720.00
PE1SC	Project Management*	Per arrangement		\$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
PE1BW	Space Enclosure (Note 3) Welded Wire-mesh	Per first 100 sq. ft.	\$205.08	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$20.83	NA
PE1PJ	Floor Space	Per sq. ft.	\$3.45	
PE1BD	Cable Installation	Per cable	NA	\$2,419.00 Disconnection charge \$53.24
PE1PM	Cable Support Structure	Per entrance cable	\$22.90	NA
PE1PL	Power -48V DC Power	Per amp	\$6.93	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects (Note 4) 2-wire	Per cross connect	\$3.996	First/Add'l \$30.93/\$29.59

PE1P4	4-wire		\$.7992	\$31.17/\$29.77
-------	--------	--	----------	-----------------

MISSISSIPPI (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects (continued)	Per cross connect		First/Add'l
PE1P1	DS-1		\$2.90	\$60.42/\$41.68
PE1P3	DS-3		\$53.31	\$57.45/\$39.81
PE1F2	2-fiber		\$15.64	\$41.56/\$29.82
PE1F4	4-fiber		\$28.11	\$50.53/\$38.78
				Disconnect Charges
				First/Add'l
	2-wire			\$12.76/\$11.43
	4-wire			\$12.83/\$11.43
	DS-1			\$12.87/\$11.54
	DS-3			\$14.92/\$11.80
	2-fiber			\$12.96/\$10.34
	4-fiber			\$16.97/\$14.35
	Co-Carrier Cross-Connect (Note 5)			
PE1ES	Fiber Cable Support Structure, existing	Per linear ft.	\$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	\$0.03	NA
Copper (TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1AX	Security Access System Security System*	Per premises	\$52.00	
	New Access Card Activation*	Per card		\$55.00
PE1AA	Administrative change, existing card*	Per card		\$35.00
PE1AR	Replace lost or stolen card	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.1195	NA
PE1PF	4-Wire Cross-Connect		\$0.2389	NA
PE1PG	DS1 Cross-Connect		\$0.9862	NA
PE1PH	DS3 Cross-Connect		\$5.81	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA

MISSISSIPPI (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$42.87/\$25.54
PE1OT	Overtime		NA	\$54.43/\$32.41
PE1PT	Premium Time		NA	\$65.99/\$39.28
AEH	Additional Engineering Fee (Note 6)	Per request, first half hr/add'l half hr.		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Cbeyond will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event Cbeyond opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Cbeyond as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Cbeyond may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill Cbeyond for the space enclosure, and this fee shall not be applicable.

EXHIBIT A: BELL SOUTH/Cbeyond RATES – MISSISSIPPI
PHYSICAL COLLOCATION (continued)

- (4) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

		Disconnect Charges
	First / Additional	First / Additional
2-wire	\$33.58 / \$32.24	\$14.27 / \$12.94
4-wire	\$33.82 / \$32.42	\$14.34 / \$12.94
DS-1	\$63.07 / \$44.33	\$14.38 / \$13.05
DS-3	\$60.10 / \$42.46	\$16.43 / \$13.31

- (5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Cbeyond may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (6) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Cbeyond-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Cbeyond agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/Cbeyond RATES – NORTH CAROLINA
PHYSICAL 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)
PE1BA	Application Fee	Per request	NA	\$3,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	\$1,600.00 Minimum
	Space Preparation Fee			
	Central Office Modification	Per sq. ft.	\$1.57	
	Common Systems Modification – Cageless	Per sq. ft.	\$3.26	
	Common Systems Modification – Caged	Per cage	\$110.79	
	Power	Per nominal –48v DC Amp	\$5.76	
PE1BW	Space Enclosure (Note 2) Welded Wire-mesh	Per first 100 sq. ft.	\$102.76	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$10.44	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	Power -48V DC Power	Per amp	\$6.65	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects (Note 3) 2-wire	Per cross connect	\$0.32	First/Add'l \$41.78/\$39.23
PE1P4	4-wire		\$0.64	\$41.91/\$39.25
PE1P1	DS-1		\$2.34	\$71.02/\$51.08
PE1P3	DS-3		\$42.84	\$69.84/\$49.43
PE1F2	2-fiber		\$15.99	\$67.34/\$48.55
PE1F4	4-fiber		\$28.74	\$82.35/\$63.56

NORTH CAROLINA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1ES	Co-Carrier Cross-Connect (Note 4)			
Fiber	Fiber Cable Support Structure, existing	Per linear ft.	\$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	\$0.03	NA
Copper (TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1AX	Security Access System Security System*	Per premises	\$52.00	
PE1AA	New Access Card Activation*	Per card		\$55.00
	Administrative change, existing card*	Per card		\$35.00
PE1AR	Replace lost or stolen card	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PF	2-Wire Cross-Connect		\$0.10	NA
PE1PG	4-Wire Cross-Connect		\$0.19	NA
PE1PH	DS1 Cross-Connect		\$0.79	NA
PE1B2	DS3 Cross-Connect		\$4.85	NA
PE1B4	2 Fiber Cross-Connect		\$39.67	NA
	4 Fiber Cross-Connect		\$53.49	NA
PE1BT	Security Escort	Per half hr./Add'l half hr.		
PE1OT	Basic Time		NA	\$42.92/\$25.56
PE1PT	Overtime		NA	\$54.51/\$32.44
	Premium Time		NA	\$66.10/\$39.32
AEH	Additional Engineering Fee (Note 5)	Per request, first half hr/add'l half hr.		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00

EXHIBIT A: BELLSOUTH/Cbeyond RATES – NORTH CAROLINA
PHYSICAL COLLOCATION (continued)

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Cbeyond will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Cbeyond may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill Cbeyond for the space enclosure, and this fee shall not be applicable.
- (3) **Cross Connect:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	<u>First/Additional</u>
2-wire	\$46.53/\$43.98
4-wire	\$46.64/\$43.98
DS-1	\$75.72/\$55.78
DS-3	\$74.54/\$54.13

- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Cbeyond may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

EXHIBIT A: BELLSOUTH/Cbeyond RATES – NORTH CAROLINA
PHYSICAL COLLOCATION (continued)

- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Cbeyond-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Cbeyond agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/Cbeyond RATES – SOUTH CAROLINA
PHYSICAL 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)
PE1BA	Application Fee	Per request	NA	\$4,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	\$1,600.00 Minimum
PE1BG	Space Preparation Fee (Note 2) Mechanical / HVAC*	Per ton (one ton minimum)		\$2,400.00
PE1BB	Ground Bar*	Per connection		\$720.00
PE1SC	Project Management*	Per arrangement		\$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
PE1BW	Space Enclosure (Note 3) Welded Wire-mesh	Per first 100 sq. ft.	\$224.60	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$22.81	NA
PE1PJ	Floor Space	Per sq. ft.	\$3.90	NA
PE1BD	Cable Installation	Per cable	NA	\$2,217.00
PE1PM	Cable Support Structure	Per entrance cable	\$24.55	NA
PE1PL	Power -48V DC Power	Per amp	\$7.09	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects (Note 4) 2-wire	Per cross connect	\$.3648	First/Add'l \$41.50/\$38.94
PE1P4	4-wire		\$.7297	\$41.56/\$38.90
PE1P1	DS-1		\$2.70	\$70.79/\$50.78
PE1P3	DS-3		\$49.24	\$69.60/\$49.14
PE1F2	2-fiber		\$15.06	\$69.28/\$48.89
PE1F4	4-fiber		\$27.08	\$84.07/\$63.68

SOUTH CAROLINA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1ES	Co-Carrier Cross-Connect (Note 5) Fiber Cable Support Structure, existing	Per linear ft.	\$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	\$0.03	NA
Copper (TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1AX	Security Access System Security System*	Per premises	\$52.00	
PE1AA	New Access Card Activation* Administrative change, existing card*	Per card Per card		\$55.00 \$35.00
PE1AR	Replace lost or stolen card	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect	Per cross-connect	\$0.1091	NA
PE1PF	4-Wire Cross-Connect		\$0.2181	NA
PE1PG	DS1 Cross-Connect		\$0.9004	NA
PE1PH	DS3 Cross-Connect		\$5.64	NA
PE1B2	2 Fiber Cross-Connect		\$37.36	NA
PE1B4	4 Fiber Cross-Connect		\$50.38	NA
PE1BT	Security Escort Basic Time	Per half hr./Add'l half hr.	NA	\$43.00/\$25.57
PE1OT	Overtime		NA	\$54.62/\$32.46
PE1PT	Premium Time		NA	\$66.24/\$39.35
AEH	Additional Engineering Fee (Note 6)	Per request, first half hr/add'l half hr.		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00

EXHIBIT A: BELLSOUTH/Cbeyond RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION (continued)

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Cbeyond will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event Cbeyond opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Cbeyond as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Cbeyond may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill Cbeyond for the space enclosure, and this fee shall not be applicable.
- (4) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	<u>First / Additional</u>
2-wire	\$46.66 / \$44.10
4-wire	\$46.68 / \$44.02
DS-1	\$75.88 / \$55.87
DS-3	\$74.69 / \$54.23

EXHIBIT A: BELLSOUTH/Cbeyond RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION (continued)

- (5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Cbeyond may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (6) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Cbeyond-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Cbeyond agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/Cbeyond RATES – TENNESSEE
PHYSICAL COLLOCATION

*** Rates are interim and are subject to true-up.**

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 (Note 1)	Per request	NA	\$1,600.00 Minimum
PE1BG	Space Preparation Fee (Note 2) Mechanical / HVAC*	Per ton (one ton minimum)		\$2,400.00
PE1BB	Ground Bar*	Per connection		\$720.00
PE1SC	Project Management*	Per arrangement		\$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
PE1BW	Space Enclosure (Note 3) Welded Wire-mesh	Per first 100 sq. ft.	\$190.79	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$19.38	NA
PE1PJ	Floor Space	Per sq. ft.	\$7.50	NA
PE1BD	Cable Installation	Per cable	NA	\$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	\$13.35	NA
PE1PL	Power -48V DC Power	Per amp	\$5.00	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects 2-wire	Per cross connect	\$0.30	First/Add'l \$19.20/\$19.20
PE1P4	4-wire		\$0.50	\$19.20/\$19.20
PE1P1	DS-1		\$8.00	\$155.00/\$27.00
PE1P3	DS-3		\$72.00	\$155.00/\$27.00
PE1F2	2-fiber		\$15.64	\$41.56/\$29.82
PE1F4	4-fiber		\$28.11	\$50.53/\$38.78

TENNESSEE (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1ES	Co-Carrier Cross-Connect (Note 4) Fiber Cable Support Structure, existing	Per linear ft.	\$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	\$0.03	NA
Copper (TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1AX	Security Access System Security System	Per premises	\$52.00	
PE1AA	New Access Card Activation	Per card		\$55.00
	Administrative change, existing card	Per card		\$35.00
PE1AR	Replace lost or stolen card	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect	Per cross-connect	\$0.40	NA
PE1PF	4-Wire Cross-Connect		\$1.20	NA
PE1PG	DS1 Cross-Connect		\$1.20	NA
PE1PH	DS3 Cross-Connect		\$8.00	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
PE1BT	Security Escort Basic Time	Per half hr./Add'l half hr.	NA	\$41.00/\$25.00
PE1OT	Overtime		NA	\$48.00/\$30.00
PE1PT	Premium Time		NA	\$55.00/\$35.00
AEH	Additional Engineering Fee (Note 5)	Per request, first half hr/add'l half hr.		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00

EXHIBIT A: BELLSOUTH/Cbeyond RATES – TENNESSEE
PHYSICAL COLLOCATION (continued)

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Cbeyond will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event Cbeyond opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Cbeyond as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Cbeyond may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill Cbeyond for the space enclosure, and this fee shall not be applicable.
- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Cbeyond may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

EXHIBIT A: BELLSOUTH/Cbeyond RATES – TENNESSEE
PHYSICAL COLLOCATION (continued)

- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Cbeyond-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Cbeyond agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

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 Cbeyond agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (“Applicable Laws”). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Cbeyond shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Cbeyond should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Cbeyond to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. Cbeyond 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 Cbeyond space with proper notification. BellSouth reserves the right to stop any Cbeyond work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by Cbeyond are owned by Cbeyond. Cbeyond

- will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by Cbeyond or different hazardous materials used by Cbeyond at BellSouth Facility. Cbeyond 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 Cbeyond to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Cbeyond will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Cbeyond will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Cbeyond must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Cbeyond shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

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

The most current version of reference documentation must be requested from BellSouth.

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)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>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)
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)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&Ps</p> <p>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
Transportation of hazardous material	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>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</p> <p>Other maintenance work</p>	<p>Compliance with all application local, state, & federal laws and regulations</p> <p>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)

Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<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	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> • 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

EXHIBIT 4

**Attachment 11
BellSouth Disaster Recovery Plan**

***2000
BELLSOUTH
DISASTER RECOVERY PLANNING
For
CLECS***

CONTENTS

	<u>PAGE</u>
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

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.

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 & 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.

3.2 ENVIRONMENTAL CONCERNS

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

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

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

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

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

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

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

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the 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

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 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 Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

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

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.