

## AGREEMENT

**THIS AGREEMENT** is made by and between BELLSOUTH Telecommunications, Inc., ("BELLSOUTH"), a Georgia corporation, and Competitive Communications, Inc. ("CCI"), a California corporation and shall be deemed effective as of October 1, 1996. This agreement may refer to either BELLSOUTH or CCI or both as a "party" or "parties."

## WITNESSETH

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

WHEREAS, CCI is an alternative local exchange telecommunications company ("ALEC" or "OLEC") authorized to provide or is intending to be authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral;

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, BELLSOUTH and CCI agree as follows:

### I. Definitions

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

**B. Commission** is defined as the appropriate regulatory agency in each of BELLSOUTH's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

**C. Intermediary function** is defined as the delivery of local traffic from a local exchange carrier other than BELLSOUTH; an ALEC other than CCI; another

telecommunications company such as a wireless telecommunications provider through the network of BELLSOUTH or CCI to an end user of BELLSOUTH or CCI.

**D. Local Traffic** is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BELLSOUTH's General Subscriber Service Tariff.

**E. Local Interconnection** is defined as 1) the delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or substantial delay in the processing of the call; 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

**F. Percent of Interstate Usage (PIU)** is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "nonintermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating party pays services.

**G. Percent Local Usage (PLU)** is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating party pays minutes of use.

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

**I. Multiple Exchange Carrier Access Billing ("MECAB")** means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

## **II. Purpose**

The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251, 252 and 271 and to replace any and all other prior agreements, both written and oral. The access and interconnection obligations contained herein enable CCI to provide competing telephone exchange service within the nine state region of BELLSOUTH.

## **III. Term of the Agreement**

**A.** The term of this Agreement shall be two years, beginning October 1, 1996.

**B.** The parties agree that by no later than August 1, 1997, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning October 1, 1998.

**C.** If, within 135 days of commencing the negotiation referred to in Section II (B) above, the parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either party may petition the commissions to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The parties agree that, in such event, they shall encourage the commissions to issue its order regarding the appropriate local interconnection arrangements no later than September 1, 1998. The parties further agree that in the event the Commission does not issue its order prior to October 1, 1998 or if the parties continue beyond October 1, 1998 to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the parties, will be effective retroactive to October 1, 1998. Until the revised local interconnection arrangements become effective, the parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

## **IV. Local Interconnection**

**A.** The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The parties agree that the exchange of traffic on BELLSOUTH's EAS routes shall be considered as local traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BELLSOUTH's General Subscriber Services Tariff.

**B.** Each party will pay the other for terminating its local traffic on the other's network the local interconnection rates as set forth in Attachment B-1, by this reference incorporated herein. The charges for local interconnection are to be billed monthly and payable quarterly, after appropriate adjustments pursuant to this Agreement are made. Late payment fees, not to exceed 1% per month after the due date may be assessed, if interconnection charges are not paid, within thirty (30) days of the due date of the quarterly bill.

**C.** The first six month period after the execution of this Agreement is a testing period in which the parties agree to exchange data and render billing. However, no compensation during this period will be exchanged. If, during the second six month period, the monthly net amount to be billed prior to the cap being applied pursuant to subsection (D) of this section is less than \$40,000.00 on a state by state basis, the parties agree that no payment is due. This cap shall be reduced for each of the subsequent six month periods as follows: 2nd period--\$40,000.00; 3rd period--\$30,000.00; and 4th period--\$20,000.00. The cap shall be \$0.00 for any period after the expiration of this Agreement but prior to the execution of a new agreement.

**D.** The parties agree that neither party shall be required to compensate the other for more than 105% of the total billed local interconnection minutes of use of the party with the lower total billed local interconnection minutes of use in the same month on a statewide basis. This cap shall apply to the total billed local interconnection minutes of use measured by the local switching element calculated for each party and any affiliate of the party providing local exchange telecommunications services under the party's certificate of necessity issued by the Commission. Each party will report to the other a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local minutes to be billed to the other party. Until such time as actual usage data is available or at the expiration of the first year after the execution of this Agreement, the parties agree to utilize a mutually acceptable surrogate for the PLU factor. The calculations, including examples of the calculation of the cap between the parties will be pursuant to the procedures set out in Attachment A, incorporated herein by this reference. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, the parties shall update their PLU.

**E.** The parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other party. Rates and charges for collocation are set forth in Attachment C-13, incorporated herein by this reference. Facilities may be purchased at rates, terms and conditions set forth in BELLSOUTH's intrastate Switched Access (Section E6) or Special Access (Section E7) services tariff or as contained in Attachment B-1 for local interconnection, incorporated herein by this reference.

F. The parties agree to accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established at each and every BELLSOUTH access tandem within the local calling area CCI desires to serve for interconnection to those end offices that subtend the access tandem or may elect to interconnect directly at the end offices for interconnection to end users served by that end office. BELLSOUTH will connect at each end office or tandem inside that local calling area. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to BellCore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BELLSOUTH will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BELLSOUTH Guidelines to Technical Publication, TR-TSV-000905. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. The parties further agree that in the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate access tariff, as amended from time to time will apply.

G. Nothing herein shall prevent CCI from utilizing existing collocation facilities, purchased from the interexchange tariffs, for local interconnection; provided, however, that if CCI orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BELLSOUTH charge is applicable thereto, BELLSOUTH shall only charge CCI the lower of the interstate or intrastate tariffed rate or promotional rate.

H. The parties agree to establish trunk groups from the interconnecting facilities of subsection (E) of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. The parties agree that either no charges will be assessed or reciprocal charges will be assessed for network to network interfaces where the parties are certified as providers of local exchange services. BELLSOUTH's treatment of CCI as to said charges shall be consistent with BELLSOUTH treatment of other local exchange carriers for the same charges.

I. Whenever BELLSOUTH delivers traffic to CCI for termination on CCI's network, if BELLSOUTH cannot determine because of the manner in which CCI has utilized its NXX codes whether the traffic is local or toll BELLSOUTH will not compensate CCI pursuant to this section but will, instead, charge CCI originating intrastate network access service charges as reflected in BELLSOUTH's intrastate Access Service Tariff. Notwithstanding the foregoing, BELLSOUTH will make the appropriate billing adjustments if CCI can provide sufficient information for BELLSOUTH to make a determination as to whether said traffic was local or toll. If

BELLSOUTH deploys an NXX code across its local calling areas in such a manner that CCI cannot determine whether the traffic it delivers to BELLSOUTH is local or toll, this subsection shall apply to the parties.

**J.** If either party provides intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) an ALEC other than CCI; (2) a local exchange telecommunications company other than BELLSOUTH ("ICO"); or (3) another telecommunications company such as a wireless telecommunications service provider, the parties agree that compensation shall be on the basis of mutual traffic exchange. The parties agree that any billing to the ICO or other telecommunications company under this section shall be pursuant to subsection (L) of this section.

**K.** When the parties provides an access service connection between an interexchange carrier ("IXC") and each other, each party will provide their own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the intermediary tandem function.

**L.** The parties agree to adopt MECAB as the terms and conditions for meet point billing for all traffic to which MECAB applies, including traffic terminating to ported numbers, and to employ 30 day billing periods for said arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. The parties agree that there will be technical, administrative, and implementation issues associated with achieving the intent of this subsection. As such, the parties further agree to work cooperatively toward achieving the intent of this provision within nine months of the effective date of this Agreement.

**M.** The ordering and provision of all services purchased from BELLSOUTH by CCI shall be as set forth in the OLEC-to-BELLSOUTH Ordering Guidelines (Facilities Based) as those guidelines are amended by BELLSOUTH from time to time during the term of this Agreement.

## **V. IntraLATA and InterLATA Toll Traffic Interconnection**

**A.** The delivery of intrastate toll traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other party's network, each party will pay BELLSOUTH's intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. The parties agree that their terminating switched

access rates may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated.

**B.** For originating and terminating intrastate toll traffic, each party shall pay the other BELLSOUTH's intrastate switched network access service rate elements on a per minute of use basis. Said rate elements shall be as set out in BELLSOUTH's Intrastate Access Services Tariff as that Tariff is amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call.

If CCI is the BELLSOUTH end user's presubscribed interexchange carrier or if the BELLSOUTH end user uses CCI as an interexchange carrier on a 10XXX basis, BELLSOUTH will charge CCI the appropriate tariff charges for originating network access services. If BELLSOUTH is serving as the CCI end user's presubscribed interexchange carrier or if the CCI end user uses BELLSOUTH as an interexchange carrier on a 10XXX basis, CCI will charge BELLSOUTH the appropriate BELLSOUTH tariff charges for originating network access services.

**C.** The parties agree that to the extent CCI provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BELLSOUTH access tandems that serve end office outside the local calling area.

**D.** Each party agrees to compensate the other, pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party.

**E.** Each party will provide to the other party the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a fee of \$0.013 per record.

**F.** If during the term of this Agreement, either party provides interLATA 800 services, it will compensate the other for the origination of such traffic pursuant to subsection A, above. Each party shall provide the appropriate records for billing pursuant to subsection B, above.

**G.** Should CCI require 800 Access Ten Digit Screening Service from BELLSOUTH, it shall have signaling transfer points connecting directly to BELLSOUTH's local or regional signaling transfer point for service control point database query information. CCI shall utilize SS7 Signaling links, ports and usage as set forth in Attachment C-7, incorporated herein by this reference. CCI will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BELLSOUTH's SSP equipped end office or access tandem providing an IXC identification function and delivery of call to the IXC based on the dialed ten digit number. The rates and charges for said service shall be as set forth in BELLSOUTH's

Intrastate Access Services Tariff as said tariff is amended from time to time during the term of this Agreement.

## **VI. Service Provider Number Portability**

**A.** Service Provider Number Portability (SPNP) is an interim service arrangement provided by each party to the other whereby an end user, who switches subscription of his local exchange service from BELLSOUTH to CCI, or vice versa, is permitted to retain use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number. SPNP services are available in two arrangements, SPNP-Remote and SPNP-DID. Notwithstanding the foregoing, SPNP is not available when the end user's existing account has been denied or disconnected for nonpayment and an outstanding balance remains unpaid.

**B.** SPNP services and facilities will only be provided, where technically feasible, subject to the availability of facilities and may only be furnished from properly equipped central offices. SS7 Signaling is required for the provision of SPNP services. SPNP is available from either party on either a per DS0, DS1 or DS3 basis. Where SPNP-DID is provided on a DS1 or a DS3 basis, applicable channelization rates as specified in Attachment C-16, incorporated herein by this reference. SPNP is available only for basic local exchange service. Section E6.8.1.H of the BELLSOUTH intrastate Switched Access tariff, as said tariff is amended from time to time during the term of this Agreement.

**C.** SPNP is available only where CCI or BELLSOUTH is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular CCI assigned telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BELLSOUTH, or CCI initiated activity (e.g. a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

**D.** SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, is automatically forwarded to an assigned seven or ten digit telephone number within the local calling area as defined in Section A3 of the BELLSOUTH General Subscriber Service Tariff. The forwarded-to number is specified by CCI or BELLSOUTH, as appropriate. Where technologically feasible, the forwarding party will provide identification of the originating telephone number, via SS7 signaling, to the receiving party. Neither party guarantees, however, identification of the originating telephone number to the SPNP-Remote end user. SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the receiving party's specified forwarded-to number. Additional call



**E.** SPNP-DID service provides trunk side access to end office switches for direct inward dialing to other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination, provided with SS7 Signaling only, charge applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in Section E6 of BELLSOUTH's intrastate Access Services tariff, as said Tariff is amended from time to time during the term of this Agreement. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the POI using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of 2 channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer dialed sent paid calls will be completed to the first number of a SPNP-DID number group, however there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the party's terminal location are as set forth in E6.1.3.A. of BELLSOUTH's intrastate Access Services tariff, as amended from time to time during the term of this Agreement.

**F.** SPNP services will be provided at the charges contained in Attachment B-3 for SPNP-RCF and Attachment B-4 for SPNP-DID. Both Attachments are incorporated herein by this reference.

**G.** The calling party is responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BELLSOUTH or CCI is responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either party may request that the other block collect and third party non-sent paid calls to the SPNP assigned telephone number. If the party does not request blocking, the other party will provide itemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges, provided at the individual end user account level. The detail will include itemization of all billable usage. As an alternative to the itemized monthly bill, each party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data

will be created daily for the optional service. Usage originated and recorded in the sending BELLSOUTH RAO will be provided in unrated format. CCI usage originated elsewhere and delivered via CMDS to the sending BELLSOUTH RAO will be provided in rated format.

H. Each party is responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each party is responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each party is responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other party or any of its end users. In the event that either party determines in its sole judgment that the other party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that party may either refuse to provide SPNP service or terminate SPNP to the other party.

I. Each party is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either party chooses to disconnect or terminate any SPNP service, that party is responsible for designating the preferred standard type of announcement to be provided.

J. Each party will be the other's party's single point of contact for all repair calls on behalf of each party's end user. Each party reserves the right to contact the other party's customers, if deemed necessary, for maintenance purposes.

K. Neither party is responsible for adverse effects on any service, facility or equipment for the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics can not be specified by either party for such calls. Neither party is responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other party obsolete or renders necessary modification of the other party's equipment.

L. For that terminating IXC traffic ported to either party which requires use of either party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other party will bill the IXC local switching, the carrier common line and a portion of the transport. If the

tandem provider is unable to provide the necessary access records to permit the other party to bill the IXCs directly for terminating access to ported numbers, then the parties agree to work cooperatively to develop a surrogate method to approximate the access minutes, and a settlement process to recover those access revenues due it as a co-provider of access services to IXCs. During the interim, while the surrogate is being developed, the tandem provider will bill the IXC full terminating switched access charges, keep the interconnection charge, tandem switching and a portion of transport, and remit the local switching, a portion of transport and CCL revenues to the other party. If a toll intraLATA call is delivered, the delivering party will pay terminating access rates to the other party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

**M.** If either party has direct connections to the IXCs for the termination of all interLATA traffic and it is only through the use of SPNP services that the tandem is being utilized and the tandem provider receives network access service revenues from the terminating IXC, the other party will bill the network access charges for the terminating facilities used for that interLATA traffic. This circumstance may also arise where an intraLATA toll call from one party's customer is sent to a number that is, in turn, forwarded through the use of SPNP services to the other party's customer. If so, terminating party will bill the other party the network access charges for the terminating facilities used for that intraLATA toll traffic.

**N.** If during the term of this Agreement, the Federal Communications Commission issues regulations pursuant to 47 U.S.C. §251 to require number portability different than that provided pursuant to this subsection, the parties agree to fully comply with those regulations.

## **VII. Provision of Unbundled Elements**

**A.** BELLSOUTH will offer an unbundled local loop to CCI at the current rates as set forth in Attachment C-15, incorporated herein by this reference. Special construction charges, if applicable, will be as set forth in BELLSOUTH's Intrastate Special Access Tariff as said tariff is amended from time to time during the term of this Agreement. BELLSOUTH will also offer, as a new service loop concentration as set forth in Attachment C-16, incorporated herein by this reference. The parties agree that loop concentration service as offered above is not an unbundled element.

**B.** BELLSOUTH will offer to CCI unbundled loop channelization system service which provides the multiplexing function to convert 96 voice grade loops to DS1 level for connection with CCI's point of interface. Rates are as set forth in Attachment C-16, incorporated herein by this reference.

C. BELLSOUTH will offer to CCI unbundled local transport from the trunk side of its switch at the rates as set forth in Attachment B-1, incorporated herein by this reference.

D. BELLSOUTH will offer to CCI unbundled local switching at the rates as set forth in Attachment C-17, incorporated herein by this reference, for the unbundled exchange service port.

E. BELLSOUTH shall, upon request of CCI, and to the extent technically feasible, provide to CCI access to its Network Elements for the provision of an CCI telecommunications service. Any request by CCI for access to a BELLSOUTH Network Element that is not already available shall be treated as a Network Element bona fide request. CCI agrees to pay the costs associated with the bona fide request if CCI cancels the request or fails to purchase the service once completed. CCI shall provide BELLSOUTH access to its Network Elements as mutually agreed by the Parties or as required by a state commission or the FCC.

F. A Network Element obtained by one Party from the other Party under this section may be used in combination with the facilities of the requesting Party only to provide a telecommunications service, including obtaining billing and collection, transmission, and routing of the telecommunications service.

#### **VIII. Access To Poles, Ducts, Conduits, and Rights of Way**

BELLSOUTH agrees to provide to CCI, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BELLSOUTH.

#### **IX. Access to 911/E911 Emergency Network**

A. For basic 911 service, BELLSOUTH will provide to CCI a list consisting of each municipality in each state 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. CCI will 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. CCI will route that call to BELLSOUTH at the appropriate tandem or end office. When a municipality converts to E911 service, CCI shall discontinue the Basic 911 procedures and begin the E911 procedures, set forth in subsection (B), below.

B. For E911 service, CCI shall install a minimum of two dedicated trunks originating from CCI's serving wire center and terminating to the appropriate E911

tandem. The dedicated trunks shall be, at minimum, DS0 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. CCI will provide BELLSOUTH daily updates to the E911 database.

C. If a municipality has converted to E911 service, CCI will 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, CCI will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BELLSOUTH's interoffice network and will not carry the ANI of the calling party.

D. BELLSOUTH and CCI agree that the practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, as it is amended from time to time during the term of this Agreement by BELLSOUTH, shall determine the appropriate procedures and practices of the parties as to the provision of 911/E911 Access.

E. The applicable rate elements are as set forth in Attachment C-3, incorporated herein by this reference.

## **X. Provision of Operator Services**

A. The parties agree to mutually provide busy line verification and emergency interrupt services pursuant to each party's published Tariffs as the Tariffs are amended from time to time during the term of this Agreement.

B. BELLSOUTH will offer to CCI Operator Call Processing Access Service; and Directory Assistance Access Services (Number Services). Rates, terms and conditions are set forth in Attachment C-8 for Operator Call Processing Access Service and Attachment C-9 for Directory Assistance Access Services. Both Attachments are incorporated herein by this reference.

C. BELLSOUTH will offer to CCI CMDS Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachment C-11, incorporated herein by this reference.

## **XI. Directory Listings**

A. Subject to execution of an agreement between CCI and BELLSOUTH's affiliate, BELLSOUTH Advertising & Publishing Corporation, ("BAPCO"), substantially in the form set forth in Attachment C-1, (1) listings shall be included in appropriate White

Pages or alphabetical directories; (2) CCI's business subscribers' listings shall also be included in appropriate Yellow Pages, or classified directories; and (3) copies of such directories shall be delivered to CCI's subscribers.

**B.** BELLSOUTH will include CCI's subscriber listings in BELLSOUTH's directory assistance databases and BELLSOUTH will not charge CCI to maintain the Directory Assistance database. The parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.

**C.** BELLSOUTH will provide CCI a magnetic tape or computer disk containing the proper format for submitting subscriber listings. CCI will provide BELLSOUTH with its directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format.

**D.** BELLSOUTH and BAPCO will accord CCI's directory listing information the same level of confidentiality which BELLSOUTH and BAPCO accords its own directory listing information, and BELLSOUTH shall limit access to CCI's customer proprietary confidential directory information to those BELLSOUTH or BAPCO employees who are involved in the preparation of listings.

**E.** Additional listings and optional listings may be provided by BELLSOUTH at the rates set forth in the General Subscriber Services Tariff as the tariff is amended from time to time during the term of this Agreement.

## **XII. Access to Telephone Numbers**

**A.** BELLSOUTH, during any period under this Agreement in which it serves as a North American Numbering Plan administrator for its territory, shall ensure that CCI has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers. It is mutually agreed that BELLSOUTH shall provide numbering resources pursuant to the BellCore Guidelines Regarding Number Assignment and compliance with those guidelines shall constitute nondiscriminatory access to numbers. CCI agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. This service will be as set forth in Attachment C-2, incorporated herein by this reference.

**B.** If during the term of this Agreement BELLSOUTH is no longer the North American Numbering Plan administrator, the parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

### **XIII. Access to Signaling and Signaling Databases**

A. Each party will offer to the other party use of its signaling network and signaling databases on an unbundled basis at published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

B. BELLSOUTH agrees to input the NXXs assigned to CCI into the Local Exchange Routing Guide ("LERG").

C. BELLSOUTH will enter CCI line information into its Line Information Database ("LIDB") pursuant to the terms and conditions contained in Attachment C-5, incorporated herein by this reference. Entry of line information into LIDB will enable CCI's end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.

D. If CCI utilizes BELLSOUTH's 800 database for query purposes only, the rates and charges shall be as set forth in Attachment C-4, incorporated herein by this reference.

### **XIV. BELLSOUTH's Offer of Services Available for Resale**

A. The rates pursuant by which CCI is to purchase services from BELLSOUTH for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Attachment D, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BELLSOUTH when selling a service for wholesale purposes.

B. CCI may resell the tariffed telecommunications services of BELLSOUTH, including any broadband exchange line or SynchroNet® service, subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the following are not available for purchase: Grandfathered services; promotional and trial retail service offerings; lifeline and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services for mobile service providers; legislatively or administratively mandated specialized discounts (e.g. education institutions discount); and discounted services to meet competitive situations. BELLSOUTH agrees that CCI may resell the broadband exchange line or SynchroNet service as provided by BELLSOUTH in any technically feasible manner alone or in conjunction with its own service offering.

C. The provision of services by BELLSOUTH to CCI does not constitute a joint undertaking for the furnishing of any service.

**D.** CCI will be the customer of record for all services purchased from BELLSOUTH. Except as specified herein, BELLSOUTH will take orders from, bill and expect payment from CCI for all services.

**E.** CCI will be BELLSOUTH's single point of contact for all services purchased pursuant to this Agreement including all ordering activities and repair calls. For all repair requests, CCI accepts responsibility for adhering to BELLSOUTH's prescreening guidelines prior to referring the trouble to BELLSOUTH. BELLSOUTH may bill CCI for handling troubles that are found not to be in the BELLSOUTH network. The parties agree that BELLSOUTH may contact CCI's customers, if in its sole discretion it deems necessary for maintenance purposes. BELLSOUTH shall have no other contact with the end user except to the extent provided for herein.

**F.** BELLSOUTH will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BELLSOUTH. BELLSOUTH maintains the right to serve directly any end user within the service area of CCI and ALEC agrees not to interfere with the right of any end user to obtain service directly from BELLSOUTH. BELLSOUTH will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of CCI

**G.** In most circumstances, the current telephone number of an end user may be retained by the end user unless the end user has past due charges associated with the BELLSOUTH account for which payment arrangements have not been made. BELLSOUTH will not, however, make the end user's previous telephone number available to CCI until the end user's outstanding balance has been paid. Denied service means that the service of an end user provided by a local exchange telecommunications company, including BELLSOUTH has been temporally suspended for nonpayment and subject to complete disconnection.

**H.** BELLSOUTH may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to CCI for a charge not less than BELLSOUTH's cost.

**I.** The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BELLSOUTH shall not:

1. Interfere with or impair service over any facilities of BELLSOUTH, its affiliates, or its connecting and concurring carriers involved in its service;
2. Cause damage to their plant;



3. Impair the privacy of any communications; or
4. Create hazards to any employees or the public.

CCI assumes the responsibility of notifying BELLSOUTH regarding less than standard operations with respect to services provided by CCI.

J. CCI agrees that its resale of BELLSOUTH services shall be as follows:

1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
2. To the extent CCI is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, CCI shall not jointly market its interLATA services with the telecommunications services purchased from BELLSOUTH pursuant to this Agreement in any of the states covered under this Agreement. For purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BELLSOUTH for purposes of resale to customers and interLATA services offered by CCI are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BELLSOUTH is authorized to offer interLATA services in that state, whichever is earlier.
3. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to COCOTS customers. Shared Tenant Service customers can only be sold those telecommunications services available in BELLSOUTH's A23 or A27 Shared Tenant Service Tariff, as appropriate.
4. CCI is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2.3.2.A. of BELLSOUTH's Tariff.

5. Resold services can only be used in the same manner as specified in BELLSOUTH's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BELLSOUTH in the appropriate section of BELLSOUTH's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of BELLSOUTH's Tariff referring to Shared Tenant Service.

K. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

L. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. CCI is strictly prohibited from any use, including but not limited to sale, marketing or advertising, of any BELLSOUTH name or trademark.

M. Services resold under BELLSOUTH's Tariffs and facilities and equipment provided by BELLSOUTH shall be maintained by BELLSOUTH. CCI or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BELLSOUTH, other than by connection or disconnection to any interface means used, except with the written consent of BELLSOUTH.

N. BELLSOUTH will not perform billing and collection services for CCI as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BELLSOUTH.

O. Until such time as BELLSOUTH receives permission from the FCC to bill the End User Common Line (EUCL) charge to CCI, BELLSOUTH will, on an interim basis, bill CCI the charges shown below which are identical to the EUCL rates billed by BST to its end users.

	Monthly Rate
1. Residential	
(a) Each Individual Line or Trunk	\$3.50
2. Single Line Business	
(b) Each Individual Line or Trunk	\$3.50
3. Multi-line Business	
(c) Each Individual Line or Trunk	\$6.00

**P.** The procedures for discontinuing end user service purchased by CCI for resale to an end user are as follows:

1. Where possible, BELLSOUTH will deny service to CCI's end user on behalf of, and at the request of, CCI. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of CCI.
2. At the request of CCI, BELLSOUTH will disconnect a CCI end user customer.
3. All requests by CCI for denial or disconnection of an end user for nonpayment must be in writing.
4. CCI will be made solely responsible for notifying the end user of the proposed disconnection of the service.
5. BELLSOUTH will continue to process calls made to the Annoyance Call Center and will advise CCI when it is determined that annoyance calls are originated from one of their end user's locations. BELLSOUTH shall be indemnified, defended and held harmless by CCI and/or the end user against any claim, loss or damage arising from providing this information to CCI. It is the responsibility of CCI to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BELLSOUTH's disconnecting the end user's service.

**Q.** The procedures for discontinuing service to CCI are as follows:

1. BELLSOUTH reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by CCI of the rules and regulations of BELLSOUTH's Tariffs.
2. If payment of account is not received by the bill day in the month after the original bill day, BELLSOUTH may provide written notice to CCI, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BELLSOUTH does not refuse additional applications for service on the date specified in the notice, and CCI's noncompliance continues, nothing contained herein shall preclude BELLSOUTH's right to refuse additional applications for service without further notice.

3. If payment of the account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.
4. If CCI fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, BELLSOUTH may, on thirty days written notice to the person designated by CCI to receive notices of noncompliance, discontinue the provision of existing services to CCI at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BELLSOUTH does not discontinue the provision of the services involved on the date specified in the thirty days notice, and CCI's noncompliance continues, nothing contained herein shall preclude BELLSOUTH's right to discontinue the provision of the services to CCI without further notice.
5. If payment is not received or arrangements made for payment by the date given in the written notification, CCI's services will be discontinued. Upon discontinuance of service on a CCI's account, service to CCI's end users will be denied. BELLSOUTH will also reestablish service at the request of the end user or CCI upon payment of the appropriate connection fee and subject to BELLSOUTH's normal application procedures.
6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

**R.** BELLSOUTH may require CCI to make a deposit, if evidence of good credit cannot be provided, when purchasing services for resale purposes to be held by BELLSOUTH as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves CCI from the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BELLSOUTH providing for the discontinuance of service for non-payment of any sums due BELLSOUTH. In the event that CCI defaults on its account, service to CCI will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to CCI during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to CCI by the accrual date.

## **XV. Ordering of Services From BELLSOUTH For Resale Purposes**

**A.** The ordering and provision of services purchased from BELLSOUTH for resale purposes by CCI shall be as set forth in the OLEC-to-BELLSOUTH Ordering Guidelines (Reseller) as those guidelines are amended by BELLSOUTH from time to time during the term of this Agreement.

**B.** When the initial service is ordered by CCI, BELLSOUTH will establish an accounts receivable master account for CCI.

**C.** BELLSOUTH shall bill CCI on a current basis all applicable charges and credits.

**D.** Payment of all charges will be the responsibility of CCI. CCI shall make payment to BELLSOUTH for all services billed. BELLSOUTH is not responsible for payments not received by CCI from CCI's customer. BELLSOUTH will not become involved in billing disputes that may arise between CCI and its customer. Payments made to BELLSOUTH as payment on account will be credited to an accounts receivable master account and not to an end user's account.

**E.** BELLSOUTH will render bills each month on established bill days for each of CCI's accounts.

**F.** BELLSOUTH will bill CCI in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BELLSOUTH will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, on an individual end user account level.

**G.** The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available U.S. funds. Payment is considered to have been made when received by BELLSOUTH.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.

H. Upon proof of tax exempt certification from CCI, the total amount billed to CCI will not include any taxes due from the end user. CCI will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

I. As the customer of record, CCI will be responsible for, and remit to BELLSOUTH, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

J. If any portion of the payment is received by BELLSOUTH after the payment due date as set forth preceding, or if any portion of the payment is received by BELLSOUTH in funds that are not immediately available to BELLSOUTH, then a late payment penalty shall be due to BELLSOUTH. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be the lessor of:

1. The highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the payment due date to and including the date that CCI actually makes the payment to BELLSOUTH, or
2. 0.000590 per day, compounded daily for the number of days from the payment due date to and including the date that CCI actually makes the payment to BELLSOUTH.

K. Any Carrier Common Line charges (CCL) associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BELLSOUTH.

L. In general, BELLSOUTH will not become involved in disputes between CCI and CCI's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BELLSOUTH, CCI shall contact the designated Service Center for resolution. BELLSOUTH will make every effort to assist in the resolution of the dispute and will work with CCI to resolve the matter in as timely a manner as possible. CCI may be required to submit documentation to substantiate the claim.

M. CCI is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by BELLSOUTH

within twenty-nine days after the bill is rendered, the account shall be deemed correct and binding upon CCI.

## **XVI. Network Design and Management**

**A.** The parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BELLSOUTH agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

**B.** The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

**C.** The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.

**D.** Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party's network interconnection arrangement contained in this Agreement. However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased..

**E.** The parties agree to provide LEC-to-LEC Common Channel Signaling (CCS) to one another, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

**F.** For network expansion, the parties agree to review engineering requirements on a quarterly basis and establish forecasts for trunk utilization as required by Section V of this Agreement. New trunk groups will be implemented as state by engineering requirements for both parties.

**G.** The parties agree to provide each other with the proper call information, i.e. originated call party number and destination call party number, CIC, and OZZ, including all proper translations for routing between networks and any information

necessary for billing where BELLSOUTH provides recording capabilities. The exchange of information is required to enable each party to bill properly.

## **XVII. Disconnection of Existing End User Service**

A. BELLSOUTH will accept requests from CCI to disconnect the service of an existing BELLSOUTH end user. BELLSOUTH will accept a request directly from an end user for conversion of the end user's service from CCI to BELLSOUTH or will accept a request from another ALEC or CCI for conversion of the Service Provider Number Portability service associated with an end user's service from CCI to the second ALEC or Reseller. BELLSOUTH will notify CCI that such a request has been processed. BELLSOUTH will not require end user confirmation prior to disconnecting the end user's service. CCI must, however, provide proof of authorization upon request.

B. If BELLSOUTH determines that an unauthorized change in local service provider has occurred, BELLSOUTH will reestablish service with the appropriate local service provider as requested by the end user and will assess CCI an Unauthorized Change Charge of \$19.41 per line or trunk for Residence of Business. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed to CCI because of the unauthorized change. These charges may be adjusted if CCI provides satisfactory proof of authorization.

C. BELLSOUTH may designate BELLSOUTH as the preferred provider of local exchange service for its own pay telephones.

## **XVIII. Implementation of Agreement**

The parties agree that within 30 days of the execution of this Agreement they will adopt a schedule for the implementation of this Agreement. The schedule shall state with specificity, conversion, reconfiguration, ordering, testing, and full operational time frames. Both parties agree to provide the appropriate staff support to ensure effective implementation, administration of this Agreement and conversion of existing services to the appropriate rates contained in this Agreement. Any changes in billing to CCI shall be as of the effective date of this Agreement. The implementation schedule shall be attached to this Agreement as an addendum and specifically incorporated herein by this reference.

## **XIX. Auditing Procedures**

A. Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties agree to retain records of call detail for a minimum of nine months from which the PLU can be ascertained. The audit shall be accomplished



during normal business hours at an office designated by the party being audited. Audit request shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

**B.** For combined interstate and intrastate CCI traffic terminated by BELLSOUTH over the same facilities, CCI shall provide a projected Percentage Interstate Usage ("PIU") as defined herein to BELLSOUTH. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in E2.3.14 of BELLSOUTH's Intrastate Access Services Tariff will apply to CCI. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.

**C.** BELLSOUTH reserves the right to periodically audit services purchased by CCI for the purposes of resale to confirm that such services are being utilized in conformity with this Agreement. CCI agrees to make any and all records available to BELLSOUTH or its auditors on a timely basis. BELLSOUTH shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Agreement, CCI shall be notified and billing for the service will be immediately changed to conform with this Agreement. Service charges, back billing and interest may be applied.

## **XX. Liability and Indemnification**

**A.** With respect to any claim or suit by CCI, an CCI customer or by any other person or entity, other than for willful misconduct, for damages associated with any of the services provided by BELLSOUTH pursuant to this Agreement or otherwise, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of B. through G. following, BELLSOUTH's liability shall not exceed an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected.

**B.** BELLSOUTH shall not be liable for any act or omission of any other telecommunications company providing a portion of a service, nor shall BELLSOUTH hold liable any other telecommunications company providing a portion of a service for any act or omission of BELLSOUTH.

**C.** BELLSOUTH is not liable for damages to CCI's terminal location, POI nor CCI's customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, unless the damage is caused by BELLSOUTH's gross negligence.

**D.** BELLSOUTH shall be indemnified, defended and held harmless by CCI against any claim, loss or damage arising from CCI's use of services provided by BELLSOUTH under this Agreement, involving: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from CCI's own communications; 2) Claims for patent infringement arising from CCI's acts combining or using the service furnished by BELLSOUTH in connection with facilities or equipment furnished by CCI or CCI's customer; 3) any claim, loss, or damage claimed by a CCI customer, arising from CCI's uses of services provided by BELLSOUTH under this Agreement; or 4) all other claims arising out of an act or omission of CCI in the course of using services provided pursuant to this Agreement.

**E.** BELLSOUTH assumes no liability for the accuracy of the data provided to it by CCI and CCI agrees to indemnify and hold harmless BELLSOUTH for any claim, action, cause of action, damage, injury whatsoever, that may result from the supply of data from CCI to BELLSOUTH in conjunction with the provision of any service provided pursuant to this Agreement.

**F.** BELLSOUTH does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. BELLSOUTH shall be indemnified, defended and held harmless by CCI or CCI's customer from any and all claims by any person relating to CCI's or CCI's customer's use of services so provided.

**G.** No license under patents (other than the limited license to use) is granted by BELLSOUTH or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. BELLSOUTH will defend CCI against claims of patent infringement arising solely from the use by CCI of services offered pursuant to this Agreement and will indemnify CCI for any damages awarded based solely on such claims.

**H.** BELLSOUTH's failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against BELLSOUTH, acts of God and other circumstances beyond BELLSOUTH's reasonable control.

**I.** This obligations of the Parties contained within this section shall survive the expiration of this Agreement.

## **XXI. More Favorable Provisions**

**A.** In the event an appropriate regulatory agency or judicial body orders or directs BELLSOUTH or CCI to provide any substantive portion of this Agreement in a way different than that provided for herein, including but not limited to BELLSOUTH's provision of broadband exchange line services, the parties agree to implement said order so that the parties can incorporate the order on the same day that the order becomes effective. The parties agree that such action shall take place only after all administrative and judicial remedies have been exhausted. The party pursuing any administrative or judicial remedy agrees to apply the regulatory or judicial order retroactively to the date that the order was initially entered and apply simple interest at a rate based on the thirty day commercial paper rate for high grade, unsecured notes sold through dealers by major corporations in multiples of \$1,000.00 as regularly published in the Wall Street Journal. The preceding sentence shall survive the expiration of this Agreement.

**B.** In the event BELLSOUTH executes an interconnection, unbundling and resale agreement with any other local exchange carrier, the parties agree that CCI shall be eligible to supersede this Agreement with the identical rates, terms and conditions contained in the BELLSOUTH agreement with the other local exchange carrier. If CCI chooses to adopt another agreement in its entirety, the parties agree that the effective day shall be the date the agreement is approved by the Commission.

**C.** In the event BELLSOUTH files and receives approval for a tariff offering to provide any substantive service of this Agreement in a way different than that provided for herein, the parties agree that CCI shall be eligible for subscription to said service at the rates, terms and conditions contained in the tariff. The parties agree that such eligibility shall be as of the effective date of the tariff.

**D.** The Parties acknowledge that BELLSOUTH will guarantee the provision of universal service as the carrier-of-last-resort throughout its territory in Florida until January 1, 1998 without contribution from CCI.

## **XXII. Treatment of Proprietary and Confidential Information**

**A.** Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both

parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

**B.** Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

### **XXIII. Resolution of Disputes**

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will initially refer the issue to the individuals in each company that negotiated the Agreement. If the issue is not resolved within 30 days, either party may petition the Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

### **XXIV. Limitation of Use**

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

### **XXV. Waivers**

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

### **XXVI. Governing Law**

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

**XXVII. Arm's Length Negotiations**

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

**XXVIII. Notices**

A. 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.                      CCI-  
Rich Dender --Acct. Manager  
South E4E1 Colonnade Prkwy  
Birmingham, AL 35243

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

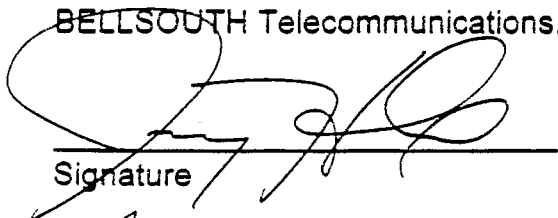
B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall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

**XXIX. Entire Agreement**

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the parties, relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision,

representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

BELLSOUTH Telecommunications, Inc.



Signature

Manager

Title

8-27-96

Date

Competitive Communications, Inc.



Signature

CEO

Title

Date

## ATTACHMENT A

### EXAMPLE OF "5% CAP"

#### Case 1:

BELLSOUTH terminates 10,000 min. to  
ALEC X

ALEC X bills BELLSOUTH for 10,000 min.

ALEC X terminates 15,000 min. to  
BELLSOUTH

BELLSOUTH bills ALEC X for 10,500 min.  
(10,000 + 5%)

#### Case 2:

BELLSOUTH terminates 15,000 min. to  
ALEC X

ALEC X bills BELLSOUTH for 10,500 min.  
(10,000 + 5%)

ALEC X terminates 10,000 min. to  
BELLSOUTH

BELLSOUTH bills ALEC X for 10,000 min.

#### Case 3:

BELLSOUTH terminates zero min. to  
ALEC X

ALEC X bills BELLSOUTH zero

ALEC X terminates 10,000 min. to  
BELLSOUTH

BELLSOUTH bills ALEC X zero

#### Case 4:

BELLSOUTH terminates 10,000 min. to  
ALEC X

ALEC X bills BELLSOUTH zero

ALEC X terminates zero min. to  
BELLSOUTH

BELLSOUTH bills ALEC X zero

#### Case 5:

BELLSOUTH terminates 10,000 min. to  
ALEC X

ALEC X bills BELLSOUTH for 10,000 min.

ALEC X terminates 10,200 min. to  
BELLSOUTH

BELLSOUTH bills ALEC X for 10,200 min.  
(difference is less than cap)

Case 6:

BELLSOUTH terminates 10,200 min. to  
ALEC X

ALEC X bills BELLSOUTH for 10,200 min.  
(difference is less than cap)

ALEC X terminates 10,000 min. to  
BELLSOUTH

BELLSOUTH bills ALEC X for 10,000 min.

Case 7:

BELLSOUTH and ALEC X both terminate  
10,000 min.  
to each other

ALEC X and BELLSOUTH both bill each  
other  
10,000 min.



ATTACHMENT "D"

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by CCI for the purposes of resale to CCI end users shall be available at the following discount off of the retail rate.

	DISCOUNT	
STATE	RESIDENCE	BUSINESS
ALABAMA	10%	10%
FLORIDA	18%	12%
GEORGIA	20.3%*	17.3%*
KENTUCKY	10%	8%
LOUISIANA	11%	10%
MISSISSIPPI	9%	8%
NORTH CAROLINA	12%	9%
SOUTH CAROLINA	10%	9%
TENNESSEE	11%	9%

\*The Georgia discount is subject to change as a result of final resolution of the order of the Georgia Public Service Commission, issued June 12, 1996.

Discounts will not apply to: Unbundled port service; nonrecurring charges; federal or state subscriber line charges; inside wire maintenance plans; pass-through charges (e.g. N11 end user charges); and taxes

Attachment B-1  
Local Interconnection Service

Service: Local Interconnection\*

Description: Provides for the use of BellSouth Switching and transport facilities and common subscriber plant for connecting calls between an ALEC's Point of Interface (POI) and a BellSouth end user.

It can also be used to connect calls between an ALEC and an Interexchange Carrier (IC), and Independent Exchange Telephone Company (ICO), or a Mobile Service Service Provider (MSP), or between two ALECs.

It is furnished on a per-trunk basis. Trunks are differentiated by traffic type and directionality. There are two major traffic types: (1) Local and (2) Intermediary. Local represents traffic from the ALEC's POI to a BellSouth tandem or end office and intermediary represents traffic originated or terminated by an ALEC which is interconnected with an IC, ICO, MSP or another ALEC.

Rates and charges will be applied as indicated below.

State(s):	Alabama						Florida					
RATE ELEMENTS	Per MCU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MCU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	-	-	\$133.81	LC	\$866.97	LC - First	-	-	\$133.81	LC	\$866.97	LC - First
DS1 Dedicated Transport	-	-	\$23.50 per mile	-	-	-	-	-	\$16.75 per mile	-	-	-
			\$90.00 fac. term.	\$100.49	fac. term.				\$59.75 fac. term.	\$100.49	fac. term.	
DS1 Common Transport	\$0.00004 per mile	-	-	-	-	-	\$0.00004 per mile	-	-	-	-	-
	\$0.00036 fac. term.	-	-	-	-	-	\$0.00036 fac. term.	-	-	-	-	-
Local Switching LS2 (FGD)	\$0.00755 access mou	-	-	-	-	-	\$0.00676 access mou	-	-	-	-	-
Tandem Switching	\$0.00074 access mou	-	-	-	-	-	\$0.00060 access mou	-	-	-	-	-
Information Surcharge	\$0.03218 / 100 mou	-	-	-	-	-	-	-	-	-	-	-
Tandem Intermediary Charge**	\$0.002 access mou	-	-	-	-	-	\$0.002 access mou	-	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.00978						\$0.01028					
Composite Rate-DS1 Tandem Sw	\$0.00991						\$0.01058					

State(s):	Georgia						Kentucky					
RATE ELEMENTS	Per MCU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MCU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	-	-	\$133.81	LC	\$866.97	LC - First	-	-	\$133.81	LC	\$866.97	LC - First
DS1 Dedicated Transport	-	-	\$23.50 per mile	-	-	-	-	-	\$23.50 per mile	-	-	-
			\$90.00 fac. term.	\$100.49	fac. term.				\$90.00 fac. term.	\$100.49	fac. term.	
DS1 Common Transport	\$0.00004 per mile	-	-	-	-	-	\$0.00004 per mile	-	-	-	-	-
	\$0.00036 fac. term.	-	-	-	-	-	\$0.00036 fac. term.	-	-	-	-	-
Local Switching LS2 (FGD)	\$0.00787 access mou	-	-	-	-	-	\$0.00756 access mou	-	-	-	-	-
Tandem Switching	\$0.00074 access mou	-	-	-	-	-	\$0.00074 access mou	-	-	-	-	-
Information Surcharge	-	-	-	-	-	-	\$0.03218 / 100 mou	-	-	-	-	-
Tandem Intermediary Charge**	\$0.002 access mou	-	-	-	-	-	\$0.01448 Trans/100 mou	-	-	-	-	-
							\$0.002 access mou	-	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.00978						\$0.00978					
Composite Rate-DS1 Tandem Sw	\$0.00991						\$0.00991					

\*Rates are displayed at the DS1-1 544 Mbps level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunications, Inc.'s Intrastate Access Tariff.

\*\*The Tandem Intermediary Charge applies only to intermediary traffic.

•DS1 Local Channel: denotes a DS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's POI, also called an Entrance Facility. This element will apply when associated with services ordered by an ALEC which utilizes a BellSouth facilities. This element is not required when an ALEC is collocated.

•DS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each DS1 interoffice channel terminated. Can be used from the ALEC's serving wire center to the end users end office or from the ALEC's serving wire center to the tandem.

•Common Transport: Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

•Access Tandem Switching: provides function of switching traffic from or to the Access Tandem from or to the end office switch(es). The Access Tandem Switching charge is assessed on all terminating minutes of use switched at the access tandem.

•Compensation Credit (CAP): BellSouth and the ALECs will not be required to compensate each other for more than 100% of the total billed local interconnection minutes of use of the party with the lower total billed local interconnection minutes of use in the same month.

Attachment B-1  
Local Interconnection Service

Service: Local Interconnection\* (Cont'd)

State(s):	Louisiana						Mississippi					
RATE ELEMENTS	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	-	-	\$133.81 LC	-	\$466.97 LC - First	-	-	-	\$133.81 LC	-	\$466.97 LC - First	-
					\$486.83 LC - Add'l						\$486.83 LC - Add'l	
DS1 Dedicated Transport	-	-	\$16.75 per mile	-	-	-	-	-	\$23.50 per mile	-	-	-
			\$59.75 fac term.	\$100.49 fac term.					\$90.00 fac term.	\$100.49 fac term.		
DS1 Common Transport	\$0.00004 per mile	-	-	-	-	-	\$0.00004 per mile	-	-	-	-	-
	\$0.00036 fac term.	-	-	-	-	-	\$0.00036 fac term.	-	-	-	-	-
Local Switching LS2 (FGD)	\$0.00868 access mou	-	-	-	-	-	\$0.00787 access mou	-	-	-	-	-
Tandem Switching	\$0.00050 access mou	-	-	-	-	-	\$0.00074 access mou	-	-	-	-	-
Information Surcharge	-	-	-	-	-	-	-	-	-	-	-	-
Tandem Intermediary Charge**	\$0.002 access mou	-	-	-	-	-	\$0.002 access mou	-	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.01021						\$0.00976					
Composite Rate-DS1 Tandem Sw	\$0.01049						\$0.00991					

State(s):	N. Carolina						S. Carolina					
RATE ELEMENTS	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	-	-	\$133.81 LC	-	\$466.97 LC - First	-	-	-	\$133.81 LC	-	\$466.97 LC - First	-
					\$486.83 LC - Add'l						\$486.83 LC - Add'l	
DS1 Dedicated Transport	-	-	\$23.50 per mile	-	-	-	-	-	\$23.50 per mile	-	-	-
			\$90.00 fac term.	\$100.49 fac term.					\$90.00 fac term.	\$100.49 fac term.		
DS1 Common Transport	\$0.00004 per mile	-	-	-	-	-	\$0.00004 per mile	-	-	-	-	-
	\$0.00036 fac term.	-	-	-	-	-	\$0.00036 fac term.	-	-	-	-	-
Local Switching LS2 (FGD)	\$0.01140 access mou	-	-	-	-	-	\$0.01086 access mou	-	-	-	-	-
Tandem Switching	\$0.00074 access mou	-	-	-	-	-	\$0.00074 access mou	-	-	-	-	-
Information Surcharge	-	-	-	-	-	-	\$0.03741 100 mou	-	-	-	-	-
Tandem Intermediary Charge**	\$0.002 access mou	-	-	-	-	-	\$0.002 access mou	-	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.01331						\$0.01323					
Composite Rate-DS1 Tandem Sw	\$0.01344						\$0.01336					

State(s):	Tennessee					
RATE ELEMENTS	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	-	-	\$133.81 LC	-	\$466.97 LC - First	-
					\$486.83 LC - Add'l	
DS1 Dedicated Transport	-	-	\$23.50 per mile	-	-	-
			\$90.00 fac term.	\$100.49 fac term.		
DS1 Common Transport	\$0.00004 per mile	-	-	-	-	-
	\$0.00036 fac term.	-	-	-	-	-
Local Switching LS2 (FGD)	\$0.01750 access mou	-	-	-	-	-
Tandem Switching	\$0.00074 access mou	-	-	-	-	-
Information Surcharge	-	-	-	-	-	-
Tandem Intermediary Charge**	\$0.002 access mou	-	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.01941					
Composite Rate-DS1 Tandem Sw	\$0.01954					

\*Rates are displayed at the DS1-1 544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunications, Inc.'s Intrastate Access Tariff.

\*\*The Tandem Intermediary Charge applies only to intermediary traffic.

-DS1 Local Channel: denotes a DS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's POI, also called an Entrance Facility. This element will apply when associated with services ordered by an ALEC which utilizes a BellSouth facilities. This element is not required when an ALEC is collocated.

-DS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each DS1 interoffice channel terminated. Can be used from the ALEC's serving wire center to the end user's end office or from the ALEC's serving wire center to the tandem.

-Common Transport: Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

-Access Tandem Switching: provides function of switching traffic from or to the Access Tandem from or to the end office switch(es). The Access Tandem Switching charge is assessed on all terminating minutes of use switched at the access tandem.

-Compensation Credit (CAP): BellSouth and the ALECs will not be required to compensate each other for more than 100% of the total billed local interconnection minutes of use of the party with the lower total billed local interconnection minutes of use in the same month.

Attachment B-2

Local Interconnection Service

Service: Toll Switched Access

Description: Provides the Switched Local Channel, Switched Transport, Access Tandem Switching, local end office switching and end user termination functions necessary to complete the transmission of ALEC intrastate and interstate calls from outside the BellSouth's basic local calling area.

Provided in the terminating direction only. Provides trunk side access to a BellSouth tandem/end office for the ALEC's use in terminating long distance communications from the ALEC to BellSouth end users.

Provided at BellSouth tandem/end office as trunk side terminating switching through the use of tandem/end office trunk equipment. The switch trunk equipment may be provided with wink start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is provided.

Provided with multifrequency address or out of band signaling. Ten digits of the called party number, as appropriate, will be provided by the ALEC's equipment to a BellSouth tandem/end office.

State(s): All

Rates, Terms and Conditions:

In all states, rates, terms and conditions will be applied as set forth in Section E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs and in Section 6 of the BellSouth Telecommunication's, Inc. Interstate Access Tariff, F.C.C. No. 1.

## Attachment B-3

### Local Interconnection Service

#### Service: Service Provider Number Portability-Remote

**Description:** Service Provider Number Portability (SPNP) is an interim service arrangement provided by BellSouth to ALECs whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC, is permitted to retain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, assigned by BellSouth, is automatically forwarded to an ALEC assigned seven or ten digit telephone number within BellSouth's basic local calling area as defined in Section A3 of BellSouth's General Subscriber Service Tariff. The forwarded-to number is specified by the ALEC.

SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the ALEC specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis, and are in addition to the rate for SPNP-Remote service.

**State(s):** ALL

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
<b>Per Number Ported</b>		
- Residence / 6 paths	\$1.15	-
- Business / 10 paths	\$2.25	-
<b>Each Additional Path</b>	\$0.50	-
<b>Per Order, per end user location</b>	-	None

Attachment B-4  
Local Interconnection Service

Service: Service Provider Number Portability-Direct Inward Dialed (DID)\*

Description: Service Provider Number Portability (SPNP) is an interim service arrangement provided by BellSouth to ALECs whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC is permitted to retain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

SPNP-DID provides trunk side access to BellSouth end office switched for direct inward dialing to ALEC premises from the telecommunications network directly to lines associated with ALEC switching equipment.

SPNP-DID will be available on either a DSO, DS1 or DS3 basis.

SPNP-DID Trunk Termination will only be provided with SS7 Signaling at rates set forth in E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Tariffs.

Direct facilities are required from the BellSouth end office where a ported number resides to the ALEC end office serving the ALEC end user.

RATE ELEMENTS	Alabama				Florida			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	-	-	\$25.00	end user location	-	-	\$25.00	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	\$160.00	trunk-init. \$80.00 trunk-sub.	\$15.00	trunk	\$170.00	trunk-init. \$86.00 trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$866.97	LC - First	\$133.81	LC	\$866.97	LC - First
	-	-	\$486.83	LC - Add'l	-	-	\$486.83	LC - Add'l
DS1 Dedicated Transport**	\$23.50	per mile	-	-	\$16.75	per mile	-	-
	\$90.00	fac. term.	\$100.49	fac. term.	\$59.75	fac. term.	\$100.49	fac. term.

RATE ELEMENTS	Georgia				Kentucky			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	-	-	\$25.00	end user location	-	-	\$25.00	end user location
SPNP-DID Trunk Termination	\$14.00	trunk	\$165.00	trunk-init. \$83.00 trunk-sub.	\$13.00	trunk	\$150.00	trunk-init. \$80.00 trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$866.97	LC - First	\$133.81	LC	\$866.97	LC - First
	-	-	\$486.83	LC - Add'l	-	-	\$486.83	LC - Add'l
DS1 Dedicated Transport**	\$23.50	per mile	-	-	\$23.50	per mile	-	-
	\$90.00	fac. term.	\$100.49	fac. term.	\$90.00	fac. term.	\$100.49	fac. term.

\* Rates are displayed at the DS1-1 544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E5 of BellSouth's Intrastate Access Tariffs.

\*\*May not be required if the ALEC is collocated at the ported number end office.

Attachment B-4

Local Interconnection Service

Service: Service Provider Number Portability-Direct Inward Dialed (DID)\* (Cont'd)

RATE ELEMENTS	Louisiana				Mississippi			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	-	-	\$25.00	end user location	-	-	\$25.00	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	\$170.00	trunk-int. \$86.00 trunk-sub.	\$13.00	trunk	\$150.00	trunk-int. \$80.00 trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$866.97	LC - First \$486.83 LC - Add'l	\$133.81	LC	\$866.97	LC - First \$486.83 LC - Add'l
DS1 Dedicated Transport**	\$16.75 \$59.75	per mile fac term	-	-	\$23.50 \$90.00	per mile fac term	-	-

RATE ELEMENTS	N.Carolina				S.Carolina			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	-	-	\$25.00	end user location	-	-	\$25.00	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	\$160.00	trunk-int. \$83.00 trunk-sub.	\$13.00	trunk	\$164.00	trunk-int. \$81.00 trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$866.97	LC - First \$486.83 LC - Add'l	\$133.81	LC	\$866.97	LC - First \$486.83 LC - Add'l
DS1 Dedicated Transport**	\$23.50 \$90.00	per mile fac term	-	-	\$23.50 \$90.00	per mile fac term	-	-

RATE ELEMENTS	Tennessee			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each
Per Order	-	-	\$25.00	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	\$164.00	trunk-int. \$83.00 trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$866.97	LC - First \$486.83 LC - Add'l
DS1 Dedicated Transport**	\$23.50 \$90.00	per mile fac term	-	-

\*Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunication's Inc.'s Intrastate Access Tariff.

\*\*May not be required if the ALEC is collocated at the ported number end office.

**Attachment C-1**

**Unbundled Products and Services and New Services**

**Service: Subscriber Listing Information**

**Description:** Subscriber primary listing information provided at no charge and in an acceptable format will be published at no charge as standard directory listings in an alphabetical directory published by or for BellSouth at no charge to each ALEC end user customer.

**State(s): All**

**Rates:** (1) No charge for ALEC-1 customer primary listings.  
(2) Additional listings and optional listings may be provided by BellSouth at rates set forth in BellSouth's intrastate General Subscriber Services Tariffs.



## EXHIBIT \_\_\_\_\_

## ALPHABETICAL DIRECTORY SIDE AGREEMENT

- I. CARRIER agrees to provide to BellSouth Advertising & Publishing Corporation ("BAPCO"), through BST, at CARRIER's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of: customer, name, address, telephone number and all other information reasonably requested by BAPCO for BAPCO's use in publishing directories of whatever type and format and for other derivative purposes. Such information shall be provided on a schedule and in a format reasonably acceptable to BAPCO. CARRIER shall advise BAPCO promptly regarding any directory-related inquiries, requests or complaints which it shall receive from CARRIER's subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same. CARRIER shall respond promptly regarding corrections or queries raised by BAPCO and to process listing changes requested by subscribers.
- II. BAPCO shall include one standard listing for each CARRIER subscriber per hunting group in BAPCO's appropriate local alphabetical directory as published periodically by BAPCO unless nonlisted or nonpublished status is designated by subscribers. BAPCO shall also include one standard listing for each CARRIER business subscriber per hunting group in an appropriate heading as selected by the subscriber in BAPCO's appropriate local classified directory as published periodically by BAPCO unless nonlisted or nonpublish status is designated by subscriber. Such listings shall be interfiled with the listings of other local exchange telephone company subscribers and otherwise published in the manner of such other listings according to BAPCO's generally applicable publishing policies and standards. BAPCO shall deliver such local alphabetical and classified directory to CARRIER's subscribers according to BAPCO's generally applicable policies and standards.
- III. BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its directories.
- IV. Each party agrees to defend, indemnify and hold harmless the other from all damages, claims, suits, losses or expenses, including without limitation costs and attorneys fees, to the extent of such party's relative fault, arising out of or resulting from any error, omission or act of such party hereunder. CARRIER agrees to limit its liability and that of BAPCO by contract with CARRIER's subscribers or by tariff to no more than the cost of service for any errors or

omissions in any listings published hereunder for CARRIER subscribers. Each party shall notify in writing the other promptly of any claimed error or omission affecting this paragraph and of any claim or suit arising hereunder or relating to this Agreement and shall provide reasonable and timely cooperation in its resolution of the same. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

- V BAPCO's liability to CARRIER for any errors or omissions in directories or for any default otherwise arising hereunder shall be limited to One Dollar (\$1) for any error or omission in any subscriber listing in any directory published by BAPCO.
- VI This Side Agreement shall be subject to the term and cancellation provisions of the agreement to which it is appended ("the Agreement"), except that BAPCO shall have the right to terminate this Side Agreement upon sixty days prior written notice given at any time following the initial term of the Agreement.
- VII A separate Agreement may be entered into between BAPCO and CARRIER concerning Yellow Pages, or classified directories, directory delivery, CallGuide pages, and other directory related issues.

BAPCO:  
BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

CARRIER:  
BY: David Kline  
NAME: DAVID KLINE  
TITLE: CEO  
DATE: 8/23/96

DRAFT 5/20/96

AGREEMENT

In consideration of the mutual promises contained herein, BellSouth Advertising & Publishing Corporation, a Georgia corporation ("BAPCO") and CCI  
a Delaware corporation ("CARRIER") agree as follows:

1. RECITALS. BAPCO is the publisher of alphabetical and classified directories for certain communities in the southeastern region of the U.S. (the "Directories"). CARRIER provides, or intends to provide, local exchange telephone service in communities in which BAPCO publishes Directories. BAPCO and CARRIER hereby establish the terms by which BAPCO will include listings of CARRIER subscribers in such Directories and by which BAPCO will provide such Directories to CARRIER subscribers.

2. CARRIER OBLIGATIONS. CARRIER agrees as follows:

(a) CARRIER shall provide to BAPCO, or its designee, at CARRIER's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of customer name, address, telephone number and all other information reasonably requested by BAPCO as set forth on Exhibit A for BAPCO's use in publishing Directories of whatever type and format and for other derivative purposes. Such subscriber listing information shall be provided in the format and on the schedule set forth in said Exhibit, or as otherwise mutually agreed between the parties from time to time.

(b) CARRIER shall also provide directory delivery information to BAPCO as set forth in Exhibit A for all subscribers.

(c) CARRIER shall advise BAPCO promptly of any directory-related inquiries, requests or complaints which it may receive from CARRIER subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same.

(d) CARRIER shall respond promptly regarding corrections or queries raised by BAPCO to process listing changes requested by subscribers.

3. BAPCO OBLIGATIONS. BAPCO agrees as follows:

(a) BAPCO shall include one standard listing for each CARRIER subscriber per hunting group in BAPCO's appropriate local alphabetical Directory as published periodically by BAPCO unless nonlisted or nonpublished status is designated by subscribers. Such listings shall be interfiled with the listings of other local exchange telephone company subscribers and otherwise published in the manner of such other listings according to BAPCO's generally applicable publishing policies and standards.

(b) BAPCO shall publish additional listings, foreign listings and other alphabetical Directory listings of CARRIER subscribers upon their request consistent with BAPCO's generally applicable policies in BAPCO's alphabetical Directories at BAPCO's prevailing rates, terms and conditions.

(c) BAPCO will distribute its regularly published alphabetical and classified Directories to local CARRIER subscribers in accordance with BAPCO's prevailing practices, including delivery following Directory publication and upon establishment of new CARRIER service, if a current Directory for that geographic area has not previously been provided. Such deliveries may include separate advertising materials accompanying the Directories.

(d) BAPCO will include CARRIER information in the customer guide pages of its alphabetical Directories for communities where CARRIER provides local exchange telephone service at the time of publication in accordance with BAPCO's prevailing standards for the same. CARRIER will provide information requested by BAPCO for such purpose on a timely basis.

(e) BAPCO shall make available at no charge to CARRIER or its subscribers one listing for CARRIER business customers per hunting group in one appropriate heading in BAPCO's appropriate local classified directory as published periodically by BAPCO. Such listings shall be published according to BAPCO's generally applicable publishing policies and standards.

(f) BAPCO agrees to solicit, accept and publish directory advertising from business subscribers for CARRIER in communities for which BAPCO publishes classified Directories in the same manner and upon substantially the same terms as it solicits, accepts and publishes advertising from advertisers who are not CARRIER subscribers.

4. PUBLISHING POLICIES. BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its Directories.

5. LIABILITY AND INDEMNITY.

(a) BAPCO's liability to CARRIER for any errors or omissions in directories or for any default otherwise arising hereunder shall be limited to One Dollar (\$1) for errors or omissions in any subscriber listing in any directory published by BAPCO.

(b) Each party agrees to defend, indemnify and hold harmless the other from all damages, claims, suits, losses or expenses, including without limitation costs and attorneys fees, to the extent of such party's relative fault, arising out of or resulting from any error, omission or act of such party hereunder. CARRIER agrees to limit its liability and that of BAPCO by contract with CARRIER's subscribers or by tariff to no more than

the cost of service for any errors or omissions in any listings published hereunder for CARRIER subscribers. Each party shall notify in writing the other promptly of any claimed error or omission affecting this paragraph and of any claim or suit arising hereunder or relating to this Agreement and shall provide reasonable and timely cooperation in its resolution of the same. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

6. TERM. This Agreement shall be effective on the date of the last signature hereto for a term of two (2) years and shall relate to Directories published by BAPCO during such period. Thereafter, it shall continue in effect unless terminated by either party upon sixty days prior written notice.

7. ASSIGNMENT. This Agreement shall be binding upon any successors or assigns of the parties during its Term.

8. RELATIONSHIP OF THE PARTIES. This Agreement does not create any joint venture, partnership or employment relationship between the parties or their employees, and the relationship between the parties shall be that of an independent contractor. There shall be no intended third party beneficiaries to this Agreement.

9. NONDISCLOSURE.

(a) During the term of this Agreement it may be necessary for the parties to provide each other with certain information ("Information") considered to be private or proprietary. The recipient shall protect such Information from distribution, disclosure or dissemination to anyone except its employees or contractors with a need to know such information in conjunction herewith, except as otherwise authorized in writing. All such information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed orally shall be designated as proprietary or confidential at the time of such oral conveyance and shall be reduced to writing within forty-five (45) days.

(b) The parties will not have an obligation to protect any portion of information which: (1) is made publicly available lawfully by a nonparty to this Agreement; (2) is lawfully obtained from any source other than the providing party; (3) is previously known without an obligation to keep it confidential; (4) is released by the providing party in writing; or (5) commencing two (2) years after the termination date of this Agreement if such information is not a trade secret under applicable law.

(c) Each party will make copies of the information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appear on the originals. Each party agrees to use the information solely in support of this Agreement and for no other purpose.

10. FORCE MAJEURE. Neither party shall be responsible to the other for any delay or failure to perform hereunder to the extent caused by fire, flood, explosion, war, strike,

not, embargo, governmental requirements, civic or military authority, act of God, or other similar cause beyond its reasonable control. Each party shall use best efforts to notify the other promptly of any such delay or failure and shall provide reasonable cooperation to ameliorate the effects thereof.

11. PUBLICITY Neither party shall disclose the terms of this Agreement nor use the trade names or trademarks of the other without the prior express written consent of the other.

12. REPRESENTATIVES AND NOTICES.

a) Each party shall name one or more representatives for contacts between the parties which shall be authorized to act on its behalf. Such representatives may be changed from time to time upon written notice to the other party.

b) Notices required by law or under this Agreement shall be given in writing by hand delivery, certified or registered mail, or by facsimile followed by certified or registered mail, addressed to the named representatives of the parties with copies to:

If to BAPCO:

Director-LEC/BST Interface  
BellSouth Advertising & Publishing Corporation  
Room 270  
59 Executive Park South  
Atlanta, GA 30329

With Copy to:

Associate General Counsel  
BellSouth Advertising & Publishing Corporation  
Room 430  
59 Executive Park South  
Atlanta, GA 30329

If to CARRIER:

COMPETITIVE COMMUNICATIONS INC  
11731 STERLING AVE "F"  
RIVERSIDE CA 92503

13. MISCELLANEOUS. This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or

written communications, representations, understandings, or agreements with respect thereto. It may be executed in counterparts, each of which shall be deemed an original. All prior and contemporaneous written or oral agreements, representations, warranties, statements, negotiations, and/or understandings by and between the parties, whether express or implied, are superseded, and there are no representations or warranties, either oral or written, express or implied, not herein contained. This Agreement shall be governed by the laws of the state of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the dates set forth below.

BELLSOUTH ADVERTISING &  
PUBLISHING CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CARRIER:

COMPETITIVE COMMUNICATIONS I

By: Dave R...

Title: CEO

Date: 8/23/96

## EXHIBIT A

- CARRIER Listing Information. Format, Schedule for Provision
- CARRIER Delivery Information. Format, Schedule for Provision



**Attachment C-2**

**Unbundled Products and Services and New Services**

**Service: Access to Numbers**

**Description: For that period of time in which BellSouth serves as North American Numbering Plan administrator for the states in the BellSouth region, BellSouth will assist ALECs applying for NXX codes for their use in providing local exchange services.**

**State(s): All**

**Rates: No Charge**

Attachment C-3

Unbundled Products and Services and New Services

**Service:** Access to 911 Service

**Description:** Provides a universal, easy-to-remember number which is recognized nationally as the appropriate number to call in an emergency.

Additionally, ALEC-1 must provide a minimum of two dedicated trunk groups originating from ALEC-1's serving wire center and terminating to the appropriate 911 tandem. These facilities, consisting of a Switched Local Channel from ALEC-1's point of interface to its serving wire center and Switched Dedicated Transport to the 911 tandem, may be purchased from BellSouth at the Switched Dedicated Transport rates set forth in Section E6 of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariffs.

**State(s):** All

**Rates:** Will be billed to appropriate municipality.

Attachment C-4

Unbundled Products and Services and New Services

**Service:** 800 Database

**Description:** Provides for utilization of the BellSouth 800 Service Control Points for obtaining 800 Service routing information.

800 Database service is provided using a common nationwide 800 Database. The BellSouth network components utilized in the provision of this service are the Service Switching Point (SSP), the Common Channel Signaling Seven Network, the Signal Transfer Point (STP), and the Service Control Point (SCP). Additionally, the Service Management System functions nationally as the central point for the administration of all 800 numbers and downloads 800 number information to BellSouth's SCPs.

ALEC's with STPs will be able to connect directly to BellSouth local or regional STP for obtaining 800 database routing information from BellSouth's SCP and will not be required to order FGD or TSBSA Technical Option 3 Service. For this connection the ALECs may utilize Signaling System Seven Terminations interconnected in Birmingham, AL and Atlanta, GA with BellSouth's local or regional STP.

**State(s):** All

**Rates, Terms and Conditions:**

In all states, the 800 Database rates, terms and conditions will be applied as set forth in Sections E2, E5, E6 and E13 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs.

Attachment C-5

Unbundled Products and Services and New Services

**Service:** Line Information Database (LIDB)- Storage Agreement

**Description:** The LIDB Storage Agreement provides the terms and conditions for inclusion in BellSouth's LIDB of billing number information associated with BellSouth exchange lines used for Local Exchange Companies' resale of local exchange service or Service Provider Number Portability arrangements requested Local Exchange Companies' on behalf of the Local Exchange company's end user. BellSouth will store in it's database, the relevant billing number information and will provide responses to on-line, call-by-call queries to this information for purposes of Billed Number Screening, Calling Card Validation and Fraud Control.

Each time an ALECs data is used BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query as displayed in Attachment C-6 following.

**State(s):** All

**Rates:** No Charge

**LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT  
FOR RESOLD LOCAL EXCHANGE LINES OR  
SERVICE PROVIDER NUMBER PORTABILITY ARRANGEMENTS**

This agreement, effective as of OCT 1 1996, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and SENSITIVE COMMUNICATIONS INC ("Local Exchange Company").

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

**I. SCOPE**

This Agreement sets forth the terms and conditions for inclusion in BST's Line Information Data Base (LIDB) of billing number information associated with BST exchange lines used for Local Exchange Company's resale of local exchange service or Service Provider Number Portability (SPNP) arrangements requested by Local Exchange Company on behalf of Local Exchange Company's end user. BST will store in its data base the relevant billing number information, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified below.

LIDB is accessed for:

- Billed Number Screening
- Calling Card Validation for Calling Cards issued by BellSouth
- Fraud Control

## **II. DEFINITIONS**

- 2.01. **Billing number** - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- 2.02. **Line number** - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- 2.03. **Special billing number** - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.
- 2.04. **Calling Card number** - a billing number plus PIN number assigned by BST.
- 2.05. **PIN number** - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.
- 2.06. **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 the Local Exchange Company.
- 2.07. **Billed Number Screening** - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- 2.08. **Calling Card Validation** - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- 2.09. **Billing number information** - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

### **III. RESPONSIBILITIES OF PARTIES**

3.01. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

3.02. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST 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 BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

3.03. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

3.04. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

(a) Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

(b) Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

3.05. BST will provide seven days per week, 24-hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

3.06. Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to



differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall

be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

#### IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Agreement shall be used for no purposes other than those set forth in this Agreement.

#### V. TERMS

This Agreement will be effective as of Oct. 1, 1996, 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.

#### VI. FEES FOR SERVICE AND TAXES

6.01. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

6.02. Sales, use and all other taxes (excluding taxes on BST's income) determine by BST 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 the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

#### VII. 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.

#### **VIII. 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.

## **IX. MISCELLANEOUS**

9.01. It is understood and agreed to by the parties that BST may provide similar services to other companies.

9.02. 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.

9.03. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

9.04. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

9.05. 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.

9.06. 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.

9.07. 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: [Signature]  
Title: Manager  
Date: 8/27/96  
Address: 29265 BellSouth Center  
675 West Peachtree Street, N.W.  
Atlanta, Ga. 30375

THE LOCAL EXCHANGE COMPANY

By: [Signature]  
Title: CEO  
Date: 8/23/96  
Address: 11731 STERLING AVE "F"  
RIVERSIDE, CA  
92503

Attachment C-6

Unbundled Products and Services and New Services

Service: Line Information Database Access Service (LIDB) - Validation

Description: Provides a customer the ability to receive validation of billing information through query of data stored in BellSouth's LIDB data base. See below for additional information.

State(s): All

Rate Elements	Description	Monthly	Non-Recurring
LIDB Common Transport	Provides for transport of the customer's query from the LIDB Location (RSTP) to the data base (SCP). This charge will apply each time the customer requests and receives validation of a BellSouth calling card or requests and receives the status of a billed number associated with a LEC line stored in the BellSouth LIDB.	\$0.00030	-
LIDB Validation	Provides for query of data resident in BellSouth's LIDB. This rate will apply each time a customer requests and receives validation of LEC calling card or requests and receives the status of a billed number associated with a LEC line stored in BellSouth's LIDB.  As set forth in Attachment C-5 (LIDB Storage Agreement), preceding, each time an ALEC data is used, BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query.	\$0.03800	-
Originating Point Code Establishment or Change	Provides for the establishment or change of a customer requested Originating Point Code. This charge will apply each time the customer establishes or changes a point code destination identifying one of his locations or a location of one of his end users.	-	\$91.00
CCS7 Signaling Connections	Rates, terms and conditions for CCS7 Signaling Connections are as set forth in Section E6.8 of BellSouth Telecommunication's Inc.'s Intrastate Access Services Tariff.		

Attachment C-7

Unbundled Products and Services and New Services

Service: Signaling

Description: Provides for connection to and utilization of BellSouth's Signaling System 7 network for both call setup and non-call setup purposes.

State(s): All

Rate Elements	Monthly Rate	Recurring Rate	Non-Recurring	Applied Per
<b>CCS7 Signaling Connection</b> - Provides a two-way digital 56 Kbps dedicated facility connecting a customer's signaling point of interface in a LATA to a BellSouth STP. Each customer's connection requires either a pair or a quad of signaling connections.	\$155.00	-	\$510.00	56 Kbps facility
<b>CCS7 Signaling Termination</b> - Provides a customer dedicated point of interface at the BellSouth STP for each of the customer's SS7 connections.	\$355.00	-	-	STP Port
<b>CCS7 Signaling Usage*</b> - Refers to the messages traversing the BellSouth signaling network for call set-up and non call set-up purposes.	-	\$0.000023 \$0.000050	-	Call Set Up Msg. TCAP Msg.
<b>CCS7 Signaling Usage Surrogate*</b>	\$395.00	-	-	56 Kbps facility

\*Where signaling usage measurement and billing capability exists, CCS7 Signaling Usage will be billed on a per message basis. Where measurement capability does not exist, CCS7 Signaling Usage Surrogate will be billed on a per 56 Kbps facility basis.



**Attachment C-8**

**Unbundled Products and Services and New Services**

**Service: Operator Call Processing Access Service**

**Description:** Provides Operator and Automated call handling. This includes processing and verification of alternate billing information for collect, calling card, and billing to a third number. Operator Call Processing Access Service also provides customized call branding; dialing instructions; and other operator assistance the customer may desire.

<b>Rate Elements</b>	<b>State(s)</b>	<b>Monthly Recurring</b>	<b>Applied Per</b>
<b>Operator Provided Call Handling</b>	All	\$1.17	Per Work Minute
<b>Call Completion Access Termination Charge</b> This charge will be applicable per call attempt and is in addition to the Operator Provided Call Handling charge listed above.	Alabama	\$0.06	Per Call Attempt
	Florida	\$0.06	Per Call Attempt
	Georgia	\$0.06	Per Call Attempt
	Kentucky	\$0.06	Per Call Attempt
	Louisiana	\$0.06	Per Call Attempt
	Mississippi	\$0.06	Per Call Attempt
	N. Carolina	\$0.08	Per Call Attempt
S. Carolina	\$0.08	Per Call Attempt	
Tennessee	\$0.12	Per Call Attempt	
<b>Fully Automated Call Handling</b>	All	\$0.15	Per Attempt
<b>Operator Services Transport</b> Operator Services transport rates, terms and conditions are as set forth in E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff.			

Attachment C-9

Unbundled Products and Services and New Services

Service: Directory Assistance Access Service (Number Services)

Description: See below

Rate Elements	Description	State(s)	Monthly Rate
Directory Assistance Call Completion Access Service	Optional service provided to an Access subscriber of BellSouth's DA Access Service.  Given a listed telephone number at the request of an Access subscriber's end user, BellSouth will provide or attempt to provide from the DA Operator System, call completion to the number requested.  All local and intrastate call completion attempts are routed over an intertoll trunk facility directly to the terminating end office that serves the designated number. An Automatic Message Account (AMA) record that includes conversation time, originating, terminating, and billing number details is made for each call completion attempt. This record is in addition to the record made for the DA transaction.	All	\$0.25 (per call attempt)
Call Completion Access Termination Charge	This charge will be applicable per call attempt and is in addition to the DACC Access Service charge listed above.	Alabama Florida Georgia Kentucky Louisiana Mississippi N. Carolina S. Carolina Tennessee	\$0.06 \$0.06 \$0.06 \$0.06 \$0.06 \$0.08 \$0.08 \$0.12
Number Services Intercept Access Service	Number Services Intercept Access refers calls from disconnected numbers to the proper number or numbers.  A separate dedicated intercept trunk facility to the Number Services switch for intercept calls is required. Standard trunk signaling is used to send the intercepted number to the Number Services switch and a database hook-up is performed to retrieve the referral number. The referral number is provided to the calling party by a mechanized audio announcement. The subscribing Access customer must provide the updates to the intercept database to support the service.	All	\$0.30 (per intercept query)
Directory Assistance Service Call	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Transport	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Assistance Interconnection	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Assistance Database Service	Rates, terms and conditions will be applied as set forth in A38.1 of BellSouth Telecommunication's Inc.'s General Subscriber Service Tariff.		
Direct Access to DA Service	Rates, terms and conditions will be applied as set forth in Section 9.3 of BellSouth Telecommunication's, Inc.'s interstate Access Service Tariff F.C.C. No 1		

**Attachment C-10**

**Unbundled Products and Services and New Services**

**Service: Busy Line Verification and Emergency Interrupt**

**Description: BellSouth will provide Inward Operator Service for Busy Line Verification and Verification and Emergency Interrupt.**

**State(s): All**

**Rates, Terms and Conditions: In all states, rates, terms and conditions will be applied as set forth in Section E18 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff.**

Attachment C-11

Unbundled Products and Services and New Services

Service: Centralized Message Distribution System - Hosting (CMDS-Hosting)

Description: CMDS-Hosting is the Bellcore administered national system used to exchange Exchange Message Record (EMR) formatted message data among host companies.

All intraLATA and local messages originated and billed in the BellSouth Region involving BellSouth CMDS hosted companies will be processed through the Non-Send Paid Report System described in Attachment C-12 following.

State(s): All

Rate Elements	Description	Monthly
Message Distribution	Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate. This charge is applied on a per message basis.	\$0.004
Data Transmission	This charge is applied on a per message basis.	\$0.001

Attachment C-12

Unbundled Products and Services and New Services

Service: Non-Sent Paid Report System (NSPRS)

Description: NSPRS includes: 1) a mechanized report system that provides to the BellSouth CMDS hosted companies within the BellSouth Region information regarding Non-Sent Paid message and revenue occurring on calls originated and billed within the BellSouth region; 2) distribution of Bellcore produced Credit Card and Third Number System (CATS) reports and administration of associated elements; 3) distribution of Bellcore produced non-conterminous CATS reports and administration of associated settlements.

State(s): All

Rate Elements	Billing and Collections Fee Retained by Billing Co.	Applied Per
NSPRS - intrastate FL and NC	\$0.066	message
NSPRS - intrastate all other BellSouth states	\$0.05	message
NSPRS - CATS	\$0.05	message
NSPRS - non-conterminous	\$0.16	message

Contract Provisions for RAO Hosting and NSPRS

SECTION 1. SCOPE OF AGREEMENT

- 1.01 This Agreement shall apply to the services of Revenue Accounting Office (RAO) Hosting and the Non-Sent Paid Report System (NSPRS) as provided by BellSouth to the ALEC. The terms and conditions for the provisions of these services are outlined in the Exhibits to this Agreement.

SECTION 2. DEFINITIONS

- 2.01 A. Centralized Message Distribution System is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Record (EMR) formatted data among host companies.
- B. Compensation is the amount of money due from BellSouth to the ALEC or from the ALEC to BellSouth for services and/or facilities provided under this Agreement.
- C. Exchange Message Record is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.
- D. Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls. ICS within the BellSouth region includes third number, credit card and collect calls.
- E. Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.
- F. Non-Sent Paid Report System (NSPRS) is the system that calculates ICS amounts due from one company to another in the state of Florida.

- G. Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

### SECTION 3. RESPONSIBILITIES OF THE PARTIES

- 3.01 RAO Hosting and NSPRS services provided to the ALEC by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.02 The ALEC shall furnish all relevant information required by BellSouth for the provision of RAO Hosting and NSPRS.

### SECTION 4. COMPENSATION ARRANGEMENTS

- 4.01 Applicable compensation amounts will be billed by BellSouth to the ALEC on a monthly basis in arrears. Amounts due from one party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

### SECTION 5. ASSOCIATED EXHIBITS

- 5.01 Listed below are the exhibits associated with this Agreement.

Exhibit A Message Distribution Service (RAO Hosting)

Exhibit B Intercompany Settlements (NSPRS)

- 5.02 From time to time by written agreement of the parties, new Exhibits may be substituted for the attached Exhibits, superseding and canceling the Exhibits then in effect.

**SECTION 8. TERM OF AGREEMENT**

8.01 This agreement is effective Oct 1, 1996 and will continue in force until terminated, with or without cause, by thirty (30) days prior notice in writing from either party to the other. This Agreement may be amended from time to time upon written agreement of the parties.

Executed this 23 day of August, 1996.

WITNESS:

THE ALEC

David Bauer

Computer VP  
(title)

WITNESS:

BELLSOUTH TELECOMMUNICATIONS, INC

Ida Lavin

Manager  
(title)



## Exhibit A

### SECTION 1. SCOPE OF EXHIBIT

- 1.01 This exhibit specifies the terms and conditions, including compensation, under which BellSouth shall provide message distribution service to the ALEC. As described herein, message distribution service includes the following:
- 1) Message Forwarding to Intranregion LEC/ALEC - function of receiving an ALEC message and forwarding the message to another LEC/ALEC in the BellSouth region.
  - 2) Message Forwarding to CMDS - function of receiving an ALEC message and forwarding that message on to CMDS.
  - 3) Message Forwarding from CMDS - function of receiving a message from CMDS and forwarding that message to the ALEC.

### SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 An ALEC that is CMDS hosted by BellSouth must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from the ALEC to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of the ALEC and will coordinate all associated conversion activities.
- 2.02 BellSouth will receive messages from the ALEC that are to be processed by BellSouth, another LEC/ALEC in the BellSouth region or a LEC outside the BellSouth region.
- 2.03 BellSouth will perform invoice sequence checking, standard EMR format editing, and balancing of message data with the EMR trailer record counts on all data received from the ALEC.
- 2.04 All data received from the ALEC that is to be processed or billed by another LEC/ALEC within the BellSouth region will be distributed to that LEC/ALEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC/ALEC.

- 2.05 All data received from the ALEC that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently BellCore).
- 2.06 BellSouth will receive messages from the CMDS network that are destined to be processed by the ALEC and will forward them to the ALEC on a daily basis.
- 2.07 Transmission of message data between BellSouth and the ALEC will be via electronic data transmission.
- 2.08 All messages and related data exchanged between BellSouth and the ALEC will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.
- 2.09 The ALEC will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 2.10 Should it become necessary for the ALEC to send data to BellSouth more than sixty (60) days past the message date(s), that ALEC will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and the ALEC to notify all affected parties.
- 2.11 In the event that data to be exchanged between the two parties should become lost or destroyed, both parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible party (BellSouth or the ALEC) identified and agreed to, the company responsible for creating the data (BellSouth or the ALEC) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible party will be liable to the other party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible party to the other party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the parties.

- 2.12 Should an error be detected by the EMR format edits performed by BellSouth on data received from the ALEC, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify the ALEC of the error condition. The ALEC will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, the ALEC will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.13 In association with message distribution service, BellSouth will provide the ALEC with associated intercompany settlements reports (national and regional) as appropriate.
- 2.14 In no case shall either party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

### SECTION 3. COMPENSATION

- 3.01 For message distribution service provided by BellSouth for the ALEC, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.004
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- 3.02 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.001
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- 3.03 Data circuits (private line or dial-up) will be required between BellSouth and the ALEC for the purpose of data transmission. Where a dedicated line is required, the ALEC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. The ALEC will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to the ALEC. Additionally, all message toll charges associated with the use of the dial circuit by the ALEC will be the responsibility of the ALEC. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties.
- 3.04 All equipment, including modems and software, that is required on the ALEC end for the purpose of data transmission will be the responsibility of the ALEC.

**SECTION 1. SCOPE OF EXHIBIT**

- 1.01 This Exhibit specifies the terms and conditions, including compensation, under which BellSouth and the ALEC will compensate each other for Intercompany Settlements (ICS) messages.

**SECTION 2. RESPONSIBILITIES OF THE PARTIES**

- 2.01 BellSouth will remit to the ALEC the revenue, less a billing charge, for IntraLATA ICS messages, Local ICS messages, and charges for other services when related messages and/or services are provided by the ALEC and billed to:

- 1) a BellSouth customer,
- 2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages),
- 3) another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS) administered by BellCore,
- 4) another company utilizing the non-conterminous RAO codes associated with AT&T's Transport and Tracking Intercompany System settlements with BellSouth.

- 2.02 These other services include, but are not limited to:

- 1) Maritime Mobile Radiotelephone Services radio link charges as set forth in the FCC's Maritime Mobile Radiotelephone Services tariff.
- 2) Aviation Radiotelephone Service radio link charges as set forth in the FCC's Aviation Radiotelephone Service tariff.
- 3) Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service charges as approved by the authorized state regulatory commission (or municipal regulatory authority).

- 4) **Non-Toll Service Charges** billed to a calling card or to a third number as filed with and approved by the authorized state regulatory commission (or municipal regulatory authority).
- 5) **Directory Assistance Call Charges** to a calling card or to a third number as approved by the authorized regulatory commission.

**2.03** The ALEC will bill, collect and remit to BellSouth the charges for intraLATA and/or local ICS messages and other services as described above where such messages and/or services are provided by:

- 1) **BellSouth,**
- 2) **another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages),**
- 3) **another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS).**

**2.04** For ICS revenues involving the ALEC and other non-BellSouth LECs/ALECs within the state, BellSouth will provide the ALEC with monthly reports summarizing the ICS revenues for messages that originated with the ALEC and were billed by each of the other Florida LECs/ALECs and those messages that originated with each of the other Florida LECs/ALECs and were billed by the ALEC.

### SECTION 3. COMPENSATION

3.01 The following compensation shall be retained by the billing company for the billing of ICS messages and services:

	<u>Rate Per message</u>
1) Calls originated and billed in Florida or originated and billed in North Carolina	\$0.0668
Calls originated in any of the states within BellSouth region and billed in that same state	\$0.05
2) Calls originated in a state within BellSouth's region and billed in another state or originated in another state and billed in a state within BellSouth's region	\$0.05
3) Calls originated in a state within BellSouth's region and billed outside the conterminous United States	\$0.16

Attachment C-13

Unbundled Products and Services and New Services

**Service: Virtual Collocation**

**Description:** Virtual Expanded Interconnection Service (VEIS) provides for location interconnection in collocator-provided/BellSouth leased fiber optic facilities to BellSouth's switched and special access services, and local interconnection facilities.

**State(s): All**

**Rates, Terms and Conditions:** In all states, the rates, terms and conditions will be applied as set forth in Section 20 of BellSouth Telecommunication's Inc.'s Interstate Access Service Tariff, F.C.C. No. 1.

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**Service: Physical Collocation**

**Description:** Per FCC - (10/19/92 FCC Order, para 39)  
Physical Collocation is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has physical access to the LEC central office to install, maintain, and repair this equipment."

**State(s): All**

**Rates, Terms and Conditions:** Rates as attached



## Rates for Physical Interconnection

Rate Element	Application/Description	Type of Charge	Rate
Application Fee	Applies per arrangement per location	Nonrecurring	Tariff Rates (Same as Virtual)
Space Preparation Fee	Applies for survey and design of space, covers shared building modification costs	Nonrecurring	ICB - See Note 1 Will not be less than \$1800 - not to exceed \$8500 unless HVAC or power plant upgrade. If so, rates to be ICB.
Space Construction Fee	Covers materials and construction of optional cage in 100 square foot increments	Nonrecurring	\$29,744.00 See Note 2
Cable Installation Fee	Applies per entrance cable	Nonrecurring	Tariff Rates (Same as Virtual)
Floor Space	Per square foot, for Zone A and Zone B offices respectively	Monthly Recurring	\$7.50 / \$6.75 See Note 3
Power	Per ampere based on manufacturer's specifications	Monthly Recurring	\$5.14 per ampere
Cable Support Structure	Applies per entrance cable	Monthly Recurring	\$13.35 per cable
POT Bay	Optional Point of Termination bay; rate is per DS1/DS3 cross-connect respectively	Monthly Recurring	\$1.20 / \$5.00 See Note 4
Cross-Connects	Per DS1/DS3 respectively	Monthly Recurring	\$8.00 / \$72.48
Security Escort	First and additional half hour increments, per tariff rate in Basic time (B), Overtime (O) and Premium time (P)	As Required	\$41.00 / \$25.00 B \$48.00 / \$30.00 O \$55.00 / \$35.00 P

- Note 1: Will be determined at the time of the application based on building and space modification requirements for shared space at the requested CO
- Note 2: Applies only to collocators who wish to purchase a steel-gauge cage enclosure. Carriers may also pay \$330.00 per square foot for the first 100 square feet and \$242.00 for each additional 100 square feet in the same CO in lieu of space preparation and construction fees. This option does not apply where HVAC, power plant or both upgrade is required.
- Note 3: See attached list for Zone A offices as of May 1996. This list will be amended monthly.
- Note 4: Applies when collocator does not supply their own POT bay.

## BellSouth Zone A Offices - as of May 1996

EX=Exempt from Physical

STATE	CITY	OFFICE	CLLI	STATUS
AL	Birmingham	Main & Toll	BRHMALMA	EX
	Montgomery	Main & Toll	MTGMALMT	
	Mobile	Azalea	MOBLALAZ	
FL	Boca Raton	Boca Teeca	BCRTFLBT	
	Fort Lauderdale	Main Relief	FTLDFLMR	
		Cypress	FTLDFLCY	
		Plantation	FTLDFLPL	
	Jacksonville Beach	Main	JCBHFLMA	
	Jacksonville	Arlington	JCVLFLAR	
		Beachwood	JCVLFLBW	
		Clay Street	JCVLFLCL	
		Southpoint	JCVLFLJT	EX
		Normandy	JCVLFLNO	
		Riverside	JCVLFLRV	
		San Jose	JCVLFLSJ	EX
		San Marco	JCVLFLSM	
		Westconnett	JCVLFLWC	
		Mandarin Avenues	MNDRFLAV	EX
		Mandarin Loretto	MNDRFLLO	
	Lake Mary	Lake Mary	LKMRFLMA	EX
	Miami	Grande	MIAMFLGR	
		Palmetto	MIAMFLPL	
		Alhambra	MIAMFLAE	
		Bayshore	MIAMFLBA	
		Metro	MIAMFLME	
	Melbourne	Main	MLBRFLMA	
	Orlando	Magnolia	ORLDFLMA	
		Azalea Park	ORLDFLAP	
		Sand Lake	ORLDFLSL	
		Pinecastle	ORLDFLPC	
		Pinehills	ORLDFLPH	
	West Palm Beach	Annex (Main Annex)	WPBHFLAN	

GA	Athens	Athens	ATHNGAMA	
	Atlanta	Courtland St	ATLNGACS	
		Peachtree Pl	ATLNGAPP	
		Buckhead	ATLNGABU	
		East Point	ATLNGAEP	
		Toco Hills	ATLNGATH	
		Sandy Springs	ATLNGASS	
	Lilburn	Lilburn	LLBNGAMA	
	Smyrna	Power Ferry	SMYRGAPF	
		Smyrna Main	SMYRGAMA	
	Tucker	Tucker Main	TUKRGAMA	EX
	Roswell	Roswell Main	RSWLGAMA	
	Norcross	Norcross Main	NRCRGAMA	
	Marietta	Marietta Main	MRRTGAMA	
	Dunwoody	Dunwoody Main	DNWDGAMA	
	Alpharetta	Alpharetta Main	ALPRGAMA	
	Columbus	Columbus Main	CLMBGAMT	
KY	Louisville	Armory Place	LSVLKYAP	EX
		Westport Rd	LSVLKYWE	EX
		Beechmont	LSVLKYBE	
		Bardstown Road	LSVLKYBR	EX
		Fern Creeek	LSVLKYFC	
		JTown	LSVLKYJT	
		Mathews	LSVLKYSM	
		Third Street	LSVLKYTS	
LA	New Orleans	Main	NWORLAMA	
	Baton Rouge	Main	BTRGLAMA	
MS	Hattiesburg	Hattiesburg Main	HTBGMSMA	
	Jackson	Cap Pearl	JCSNMSCP	
	Vicksburg	Vicksburg	VCBGMSMA	
NC	Cary	Central	NARYNCCE	
	Chapel Hill	Rosemary	CPHLNCRO	
	Charlotte	Caldwell	CHRLNCCA	
		South Boulevard	CHRLNCB0	

		Derita	CHRLNCDE
		Erwin	CHRLNCER
		Lake Point	CHRLNCLP
		Reid	CHRLNCRE EX
		Sharon Amity	CHRLNCSH
		University	CHRLNCUN EX
	Greensboro	Eugene St	GNBONCEU
	Raleigh	Morgan	RLGHNCMO
		New Hope	RLGHNCHO
	Salisbury	Main	SLBRNCMA
	Winston Salem	Fifth Street	WNSLNCFI
	Ashville	O'Henry	AHVLNCOH
SC	Charleston	Dial & Toll	CHTNSCDT
	Columbia	Senate St	CLMASCSN EX
		At. Andrews	CLMASCSA
	Greenville	D&T	GNVLSCDT
		Woodruff Road	GNVLSCWR EX
	Spartenburg	Main	SPBGSCMA
TN	Knoxvill	Main	KNVLTNMA
	Memphis	Bartlett	MMPHTNBA
		Chickasaw	MMPHTNCT
		Eastland	MMPHTNEL
		Germantown	MMPHTNGT
		Main	MMPHTNMA EX
		Oakville	MMPHTNOA
		Southland	MMPHTNSL
	Nashville	Main & Toll	NSVLTNMT
		Airport	NSVLTNAP
		Brentwood	NSVLTNBW
		Crieve Hall	NSVLTNCH
		Donelson	NSVLTNDO
		Inglewood	NSVLTNIN
		Sharondale	NSVLTNST
		University	NSVLTNUN

**Attachment C-14**

**Unbundled Products and Services and New Services**

**Service: Poles, Ducts, Conduits and Rights of Way**

**State(s): All**

**Rates, terms and conditions: This service will be provided via a Standard License Agreement.**

Attachment C-15

Unbundled Products and Services and New Services

Service: Unbundled Exchange Access Loop

Description: Provides the connection from the serving central office to a subscriber's premises. It is engineered to meet the same parameters as a residence or business exchange access line.

Information relative to multiplexing of the Unbundled Exchange Access Loop is described in Attachment C-16 following.

State(s):	Alabama			Florida			Georgia		
	Monthly	Nonrecurring Charges First	Charges Add'l	Monthly	Nonrecurring Charges First	Charges Add'l	Monthly	Nonrecurring Charges First	Charges Add'l
Unbundled Exchange Access Loop	\$25.00	\$140.00	\$45.00	\$17.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC									
- Fixed	\$30.00	\$97.00	N/A	\$28.50	\$87.00	N/A	\$32.00	\$105.00	N/A
- 1 - 8 Miles	\$2.05	N/A	N/A	\$1.65	N/A	N/A	\$2.05	N/A	N/A
- 9 - 25 Miles	\$2.00	N/A	N/A	\$1.60	N/A	N/A	\$2.00	N/A	N/A
- Over 25 Miles	\$1.95	N/A	N/A	\$1.55	N/A	N/A	\$1.95	N/A	N/A

State(s):	Kentucky			Louisiana			Mississippi		
	Monthly	Nonrecurring Charges First	Charges Add'l	Monthly	Nonrecurring Charges First	Charges Add'l	Monthly	Nonrecurring Charges First	Charges Add'l
Unbundled Exchange Access Loop	\$25.00	\$140.00	\$45.00	\$18.50	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC									
- Fixed	\$30.00	\$93.00	N/A	\$30.00	\$100.00	N/A	\$30.00	\$96.00	N/A
- 1 - 8 Miles	\$2.05	N/A	N/A	\$2.05	N/A	N/A	\$2.05	N/A	N/A
- 9 - 25 Miles	\$2.00	N/A	N/A	\$2.00	N/A	N/A	\$2.00	N/A	N/A
- Over 25 Miles	\$1.95	N/A	N/A	\$1.95	N/A	N/A	\$1.95	N/A	N/A

State(s):	N. Carolina			S. Carolina			Tennessee		
	Monthly	Nonrecurring Charges First	Charges Add'l	Monthly	Nonrecurring Charges First	Charges Add'l	Monthly	Nonrecurring Charges First	Charges Add'l
Unbundled Exchange Access Loop	\$30.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC									
- Fixed	\$11.85	\$71.87	N/A	\$50.00	\$97.00	N/A	\$30.00	\$96.00	N/A
- 1 - 8 Miles	\$2.15	N/A	N/A	\$2.05	N/A	N/A	\$2.05	N/A	N/A
- 9 - 25 Miles	\$2.15	N/A	N/A	\$2.00	N/A	N/A	\$2.00	N/A	N/A
- Over 25 Miles	\$2.15	N/A	N/A	\$1.95	N/A	N/A	\$1.95	N/A	N/A

## Attachment C-16

## Unbundled Products and Services and New Services

## Service: Channelization System for Unbundled Exchange Access Loops

**Description:** This new rate element provides the multiplexing function for Unbundled Exchange Access Loops. It can convert up to 96 voice grade loops to DS1 level for connection with the ALEC's point of interface. The multiplexing can be done on a concentrated basis (delivers at 2 DS1 level to customer premise) or on a non-concentrated basis (delivers at 4 DS1 level to customer premise) at the option of the customer.

In addition to the following rates elements, 1.544 Mbps local channel and/or interoffice channel facilities may be required as set forth in E7 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff for non-collocated ALECs.

State(s)	Alabama			Florida			Georgia		
Rate Elements	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$575.00	\$525.00	N/A	\$555.00	\$490.00	N/A	\$555.00	\$490.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.70	\$8.00	\$8.00	\$1.70	\$7.00	\$7.00	\$1.70	\$7.00	\$7.00

State(s)	Kentucky			Louisiana			Mississippi		
Rate Elements	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$540.00	\$495.00	N/A	\$530.00	\$510.00	N/A	\$560.00	\$450.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.60	\$8.00	\$8.00	\$1.60	\$8.00	\$8.00	\$1.70	\$6.00	\$6.00

State(s)	N.Carolina			S.Carolina			Tennessee		
Rate Elements	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$545.00	\$475.00	N/A	\$520.00	\$480.00	N/A	\$530.00	\$520.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.65	\$7.00	\$7.00	\$1.60	\$6.00	\$6.00	\$1.60	\$8.00	\$8.00

Attachment C-17

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports

Description: An exchange port is the capability derived from the central office switch hardware and software required to permit end users to transmit or receive information over BellSouth's public switched network. It provides service enabling and network features and functionality such as translations, a telephone number, switching, announcements, supervision and touch-tone capability.

In addition, a BellSouth provided port with outgoing network access also provides access to other services such as operator services, long distance service, etc. It may also be combined with other services available in BellSouth's Intrastate Access Service Tariffs as technically feasible.

When an Unbundled Port is connected to BellSouth provided collocated loops, cross-connection rate elements are required as set forth in Section 20 of BellSouth Telecommunications's, Inc.'s Interstate Access Tariff, FCC No.1.

Alabama			Florida		Georgia	
Rate Elements	Rate	Per	Rate Elements	Rate	Rate Elements	Rate
<b>Monthly</b>			<b>Monthly</b>		<b>Monthly</b>	
Residence Port	\$2.50		Residence Port	\$2.00	Residence Port	\$2.28
Business Port	\$7.00		Business Port	\$4.50	Business Port	\$4.60
PBX Trunk Port	\$7.00		PBX Trunk Port	\$7.50	PBX Trunk Port	\$7.37
Rotary Service	\$2.00		Rotary Service	\$2.00	Rotary Service	\$2.77
Primary Rate ISDN NAS	\$20.00					
<b>Usage-Mileage Bands</b>			<b>Usage-(STS)</b>		<b>Usage-(STS)</b>	
A (0 miles)	\$0.02	Int. min.	- int. min.	\$0.0275	-setup per call	\$0.02
	\$0.01	Add'l min.	- add'l min.	\$0.0125	- per minute or fraction thereof	\$0.02
B (1-10 miles)	\$0.04	Int. min.				
	\$0.02	Add'l min.				
C (11-16 miles)	\$0.06	Int. min.				
	\$0.04	Add'l min.				
D (17-22 miles & existing LCA described in A3.6 greater than 22 mi.)	\$0.10	Int. min.				
	\$0.07	Add'l min.				
E (23-30 miles)	\$0.10	Int. min.				
	\$0.10	Add'l min.				
F (31-40 miles)	\$0.10	Int. min.				
	\$0.10	Add'l min.				
G (Special Band)*	\$0.10	Int. min.				
	\$0.10	Add'l min.				

\* In addition to the local calling described in A3 of BellSouth's General Subscriber Service Tariff, if any wire center in an exchange is located within 40 miles of any wire center in the originating exchange, local calling will be provided from the entire originating exchange to the entire terminating exchange. The usage charges for Band G are applicable for distances greater than 40 miles.



Attachment C-17

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports (Cont'd)

Kentucky			Louisiana		
Rate Elements	Rate	Per	Rate Elements	Rate	Per
Monthly			Monthly		
Residence Port	\$3.50		Residence Port	\$2.50	
Business Port	\$10.00		Business Port	\$7.00	
PBX Trunk Port	\$10.00		PBX Trunk Port	\$7.00	
Rotary Service	\$3.50		Rotary Service	\$3.50	
Usage-Mileage Bands			Usage-Mileage Bands		
A (0 miles)	\$0.04	Int. Min.	A (0 miles)	\$0.02	Int. Min.
	\$0.02	Add'l min.		\$0.01	Add'l min.
B (1-10 miles)	\$0.04	Int. Min.	A (1-10 miles)	\$0.04	Int. Min.
	\$0.02	Add'l min.		\$0.02	Add'l min.
C (Greater than 10 miles Limited LCA)	\$0.06	Int. Min.	B (11-16 miles)	\$0.06	Int. Min.
	\$0.04	Add'l min.		\$0.04	Add'l min.
D (1-10 miles beyond Limited LCA)	\$0.04	Int. Min.	C (17-22 miles)	\$0.10	Int. Min.
	\$0.02	Add'l min.		\$0.07	Add'l min.
E (11-16 miles beyond Limited LCA)	\$0.06	Int. Min.	D (23 - 30 miles Basic LCA and Intra Parish Expanded LCA)	\$0.14	Int. Min.
	\$0.04	Add'l min.		\$0.10	Add'l min.
F (17-22 miles beyond Limited LCA)	\$0.09	Int. Min.	E (Greater than 30 miles Basic LCA and Intra Parish Expanded LCA)	\$0.14	Int. Min.
	\$0.07	Add'l min.		\$0.14	Int. Min.
G (23-30 miles beyond Limited LCA)	\$0.09	Int. Min.	F (23 - 30 miles Inter-Parish Expanded LCA)	\$0.14	Int. Min.
	\$0.07	Add'l min.		\$0.10	Add'l min.
H (31-40 miles beyond Limited LCA)	\$0.09	Int. Min.	G (31 - 40 miles Inter-Parish Expanded LCA)	\$0.14	Int. Min.
	\$0.07	Add'l min.		\$0.14	Add'l min.
I (Greater than 40 miles beyond Limited LCA)	\$0.09	Int. Min.	G (Greater than 40 miles Inter-Parish)	\$0.14	Add'l min.
	\$0.07	Add'l min.		\$0.14	Add'l min.

Mississippi			N. Carolina			S. Carolina		
Rate Elements	Rates	Per	Rate Elements	Rates	Rate Elements	Rates	Rates	
Monthly			Monthly		Monthly			
Residence Port	\$3.75		Residence Port	\$2.00	Residence Port	\$4.00		
Business Port	\$7.50		Business Port	\$6.00	Business Port	\$10.50		
PBX Trunk Port	\$7.50		PBX Trunk Port	\$8.00	PBX Trunk Port	\$10.50		
Rotary Service	\$3.75		Rotary Service	\$1.50	Rotary Service	\$3.00		
Usage - Mile Bands			Usage - (STS)		Usage - (STS)			
A (0 miles)	\$0.02	Int. min.	- Int. min.	\$0.05	- Basic Svc Area	\$0.02		
	\$0.01	Add'l min.	- Add'l min.	\$0.02	- Expanded Svc Area	\$0.12		
B (1-10 miles)	\$0.04	Int. min.						
C (11-16 miles, existing LCA described in A3 & greater than 16 miles, and calls to county seat greater than 16 miles)	\$0.02	Add'l min.						
	\$0.06	Int. min.						
D (17-30 miles)	\$0.04	Add'l min.						
	\$0.08	Int. min.						
	\$0.07	Add'l min.						
E (31-55 miles Biloxi LATA)	\$0.08	Int. min.						
	\$0.07	Add'l min.						
F (31-55 miles Jackson LATA)	\$0.12	Int. min.						
	\$0.10	Add'l min.						
G (56-85 miles Biloxi LATA)	\$0.18	Int. min.						
	\$0.14	Add'l min.						

Tennessee		
Rate Elements	Rates	Per
Monthly		
Residence Port	\$4.00	
Business Port	\$10.00	
PBX Trunk Port	\$10.00	
Rotary Service	\$8.50	
Usage - Mile Bands		
A (0-16 miles)	\$0.02	per mou
B (17-30 miles)	\$0.05	per mou
>30 miles	\$0.10	per mou

**Attachment C-18**

**Unbundled Products and Services and New Services**

**Service: Local Calling Area Boundary Guide**

**Description: Provided to ALECs to assist in deployment of numbers on their network to conform with BellSouth existing local calling area geographics.**

**State: All**

**Rate(s): No Charge**

ATTACHMENT 'D'

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by ICI for the purposes of resale to ICI end users shall be available at the following discount off of the retail rate.

STATE	RESIDENCE	DISCOUNT	BUSINESS
ALABAMA	10%		10%
FLORIDA	18%		12%
GEORGIA	20.3%*		17.3%*
KENTUCKY	10%		8%
LOUISIANA	11%		10%
MISSISSIPPI	9%		8%
NORTH CAROLINA	12%		9%
SOUTH CAROLINA	10%		9%
TENNESSEE	11%		9%

\*The Georgia discount is subject to change as a result of final resolution of the order of the Georgia Public Service Commission, issued June 12, 1996:

Discounts will not apply to: Unbundled port service; nonrecurring charges; federal or state subscriber line charges; inside wire maintenance plans; pass-through charges (e.g. N11 end user charges); and taxes

## SUPPLEMENTAL AGREEMENT

Supplemental agreement made September 20, 1996, 1996, between BellSouth Telecommunications, Inc. of 675 W. Peachtree Street, Atlanta, Georgia referred to as BellSouth, and Competitive Communications Inc., of 11731 Sterling Ave. "F", Riverside, California 92503, referred to as CCI.

### RECITALS

A. On August 27, 1996, the parties entered into an agreement relative to the interconnection of the two parties' networks as well as the unbundling of BellSouth's network elements and the resale of BellSouth services by CCI.

B. In consideration of the mutual promises and other valuable consideration, the parties are desirous of modifying the provisions of the prior contract by this Agreement.

### AGREEMENT

The prior contract of the parties is modified, altered, and changed in the following respects only:

### ELIMINATIONS AND INSERTIONS

#### Section IV

By eliminating and striking out from the agreement of August 27, 1996, all of Section IV(C) and (D) and inserting in its place a new Section IV(C).

C. Each party will report to the other a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local minutes to be billed to the other party. Until such time as actual usage is available or at the expiration of the first year after the execution of this Agreement, the parties agree to utilize a mutually acceptable surrogate for the PLU factor. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, the parties shall update their PLU.

Subsequent subsections of Section IV shall be renumbered.

#### Attachment A

By eliminating and striking out from the agreement of August 27, 1996, all of Attachment A.

In witness whereof, the parties have executed this supplemental agreement the day and year first above written.


BellSouth Telecommunications, Inc.

BY:   
Signature

NAME: Jerry D. Hendrix  
Printed Name

TITLE: Director

Competitive Communications,  
Inc.

BY:   
Signature

NAME: DAVID KLINE  
Printed Name

TITLE: CEO

# ORIGINAL

AMENDMENT TO  
INTERCONNECTION AGREEMENT BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, INC.  
AND COMPETITIVE COMMUNICATIONS, INC.  
DATED OCTOBER 1, 1996

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth or Company") and Competitive Communications, Inc. hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated October 1, 1996. ("Interconnection Agreement")

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

1. The Parties hereby agree that Section ~~XVLO~~<sup>XIV.0 JB</sup> of the Interconnection Agreement is deleted in its entirety and replaced with a new ~~XVLO~~<sup>JB</sup> as follows:

"Pursuant to 47 CFR Section 51.617, the Company will bill Reseller end user common line charges identical to the end user common line charges the Company bills its end users."

2. The Parties agree that all of the other provisions of the Master Interconnection Agreement, dated October 1, 1996 shall remain in full force and effect.

3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BELLSOUTH TELECOMMUNICATIONS,  
INC.  
By: 

DATE: 7/23/98

COMPETITIVE COMMUNICATIONS,  
INC.  
By: 

DATE: 7/28/98

**Amendment to the Interconnection Agreement  
By and Between BellSouth Telecommunications, Inc.  
And Competitive Communications, Inc. Dated October 1, 1996**

Pursuant to this Agreement, (the "Amendment"), Competitive Communications, Inc. ("CCI"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated October 1, 1996 ("Agreement").

WHEREAS, BellSouth and CCI entered into an Interconnection Agreement on October 1, 1996, and;

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

1. The Agreement entered into between BellSouth and CCI is hereby amended to delete the Physical Collocation section from Attachment C-13 in its entirety.
2. The attached Exhibit 1, which incorporates the rules set forth by the FCC in its Decision 99-48, Docket No. 98-147, is hereby incorporated into the Agreement as Attachment E, Physical Collocation.
3. All of the other provisions of the Agreement, dated October 1, 1996, shall remain in full force and effect.
4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**Competitive Communications, Inc.**

ON FILE  
Signature

David Kline  
Printed Name

CEO  
Title

7/12/99  
Date

**BellSouth Telecommunications, Inc.**

ON FILE  
Signature

Jerry D. Hendrix  
Printed Name

Sr. Director  
Title

7/19/99  
Date

# **Exhibit 1**



## **Attachment E**

### **Physical Collocation**

## BELLSOUTH PHYSICAL COLLOCATION

**The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.**

### 1. SCOPE OF ATTACHMENT

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when CCI is occupying the collocation space as a sole occupant or as a Host pursuant to Section 4.

1.2 Right to occupy. Subject to Section 4 of this Attachment, BellSouth hereby grants to CCI a right to occupy that certain area designated by BellSouth within a BellSouth central office premises, of a size which is specified by CCI and agreed to by BellSouth (hereinafter "Collocation Space"). Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth central office premises. The size specified by CCI may contemplate a request for space sufficient to accommodate CCI's growth within a two year period unless otherwise agreed to by the Parties.

1.2.1 Space Reclamation. In the event of space exhaust within a central office premises, CCI may be required to release space to BellSouth to be allocated to other physical collocation applicants when a minimum of fifty percent of the total amount of space in CCI's collocation arrangement is not being utilized within the first year of operation, or 100% of the total amount of space by the end of the second year of operation.

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

## 2. SPACE NOTIFICATION

2.1 Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth will permit CCI to physically collocate, pursuant to the terms of this Attachment, at any BellSouth central office premises, unless BellSouth has determined that there is no space available due to space limitations or no space available due to technical infeasibility. BellSouth will respond to an application within ten (10) business days as to whether space is available or not available within a BellSouth central office premises.

2.2 Reporting. Upon request from CCI, BellSouth will provide a written report specifying the amount of collocation space available at the central office premises requested, the number of collocators present at the central office premises, any modifications in the use of the space since the last report or the central office premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.2.1 The request from CCI must be written and must include the central office premises and Common Language Location Identification (CLLI) code of the central office premises. Such information regarding central office 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 particular Central Office location within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes up to and including five (5) Central Office locations within the same state. The response time for requests of more than five (5) shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify CCI and inform CCI of the time frame under which it can respond.

2.3 Denial of Application. After notifying CCI that BellSouth has no available space in the requested Central Office ("Denial of Application"), BellSouth will allow CCI, upon request, to tour the entire Central Office 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 Central Office 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, 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 central office 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. Upon request BellSouth will advise CCI 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 office premises 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 a procedure different than procedures set forth in this section, that procedure shall supersede the requirements set forth herein.

## 2. COLLOCATION OPTIONS

3.1 Cageless. Except where local building code does not allow cageless collocation, BellSouth shall allow CCI to collocate CCI'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 CCI to have direct access to its equipment and facilities but may require CCI to use a central entrance to the BellSouth Central Office. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where CCI'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, CCI 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. BellSouth shall authorize the enclosure of CCI's equipment and facilities at CCI's option or if required by local building code. CCI must arrange with a BellSouth certified contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at its 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, CCI and CCI's BellSouth certified contractor must comply with local building code requirements. CCI's BellSouth certified contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The Certified Vendor shall bill CCI directly for all work performed for CCI pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. CCI 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 CCI's locked enclosure prior to notifying CCI.

3.2.1 BellSouth has the right to review CCI'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 CCI to remove or correct at CCI's cost any structure that does not meet these standards.

3.3 Shared (Subleased) Caged Collocation. CCI may allow other telecommunications carriers to share CCI's caged collocation arrangement pursuant to terms and conditions agreed to by CCI ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared (Subleased) Caged Collocation and (2) where the BellSouth central office premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. The terms and conditions of the agreement between the Host and its Guests shall be written and a copy provided to the BellSouth contact specified in Section 15 within ten (10) business days of its execution and prior to any Firm Order. Further, said agreement shall incorporate by reference the rates, terms, and conditions of this Attachment between BellSouth and CCI.

3.3.1 CCI 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. The initial Guest application shall require the assessment of an Application Fee, as set forth in Exhibit A. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provisions of the services and access to unbundled network elements.

3.3.2 CCI 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 CCI's Guests in the Collocation Space.

3.4 Adjacent Collocation. BellSouth will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Central Office 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 Central Office property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by CCI and in conformance with BellSouth's design and construction specifications. Further, CCI 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 Adjacent Collocation.

3.4.1 Should CCI elect such option, CCI 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, CCI and CCI's contractor must comply with local building code requirements. CCI's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. CCI's BellSouth Certified Vendor shall bill CCI directly for all work performed for CCI pursuant to this Attachment and

BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. CCI 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 CCI's locked enclosure prior to notifying CCI.

3.4.2 BellSouth maintains the right to review CCI's plans and specifications prior to construction of an Adjacent Arrangement(s). BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to commencement, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require CCI, at CCI'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 CCI shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At CCI's option, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.

3.4.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 proceeding.

#### **4. OCCUPANCY**

4.1 Commencement Date. The "Commencement Date" shall be the day CCI's equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify CCI in writing that the Collocation Space is ready for occupancy. CCI must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. CCI 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. If CCI fails to place operational telecommunications equipment in the Collocation Space within 180 calendar days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event CCI's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to CCI with respect to said Collocation Space. Termination of CCI's rights to the Collocation Space pursuant to this paragraph shall not operate to release CCI from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this paragraph, CCI'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, CCI may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, CCI at its expense shall remove its

equipment and other property from the Collocation Space. CCI shall have thirty (30) days from the termination date to complete such removal, including the removal of all equipment and facilities of CCI's Guests; provided, however, that CCI shall continue payment of monthly fees to BellSouth until such date as CCI has fully vacated the Collocation Space. Should CCI fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of CCI at CCI's expense and with no liability for damage or injury to CCI's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Attachment, CCI shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the CCI except for ordinary wear and tear. CCI 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 CCI 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 central office premises.

5.1.3 CCI shall place a plaque or other identification affixed to CCI's equipment necessary to identify CCI's equipment, including a list of emergency contacts with telephone numbers.

5.2 Entrance Facilities. CCI may elect to place CCI-owned or CCI-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Central Office building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. CCI will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. CCI 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 the CCI's equipment in the Collocation Space. In the event CCI utilizes a non-metallic, riser-type entrance facility, a splice will not be required. CCI must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. CCI is responsible for maintenance of the entrance facilities. At CCI'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 central office 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 CCI 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 CCI'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. CCI may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another CCI collocation arrangement within the same BellSouth Central Office. CCI must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to CCI-provided riser cable.

5.3 Splicing in the Entrance Manhole. Although not generally permitted, should CCI request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to CCI by BellSouth, CCI 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 CCI'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. CCI shall be responsible for providing, and CCI's BellSouth Certified Vendor shall be responsible for installing and properly labelling/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. CCI or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 5.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At CCI's option, a Point of Termination (POT) bay or frame may be placed in the Collocation Space.



5.5 CCI's Equipment and Facilities. CCI, or if required by this Attachment, CCI's BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by CCI. 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 telecommunications services, unbundled network elements, and facilities, CCI may directly connect to other Interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through facilities owned by CCI or through BellSouth facilities designated by CCI, at CCI's option. Such connections to other carriers may be made using either optical or electrical facilities. CCI 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 CCI requests a co-Carrier cross-connect after the initial installation, CCI must submit an application with a Subsequent Application Fee. CCI must use a Certified Vendor to place the co-Carrier cross connect, except in cases where the CCI equipment and the equipment of the other Interconnector are located within contiguous collocation spaces. In cases where CCI's equipment and the equipment of the other Interconnector are located in contiguous collocation spaces, CCI 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 non-recurring charge for the individual case will be assessed.

5.7 Easement 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 CCI when access to the Collocation Space is required. CCI may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that CCI will not bear any of the expense associated with this work.

5.8 Access. Pursuant to Section 11, CCI shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. CCI agrees to provide the name, social security number, and date of birth of each employee, contractor, or agents 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. CCI agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of CCI employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with CCI 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. CCI shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. CCI will pay BellSouth \$250.00 per Access Key(s) lost or stolen. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), CCI shall pay for all reasonable costs associated with the re-keying.

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 Central Office; shall not endanger or damage the facilities of BellSouth or of any other Interconnector, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; 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 CCI violates the provisions of this paragraph, BellSouth shall give written notice to CCI, which notice shall direct CCI to cure the violation within forty-eight (48) hours of CCI'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 CCI 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 CCI's equipment. BellSouth will endeavor, but is not required, to provide notice to CCI prior to taking such action and shall have no liability to CCI 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, CCI may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business; Provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by CCI 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 CCI at any time. Any damage caused to the Collocation Space by CCI's employees, agents or representatives during the removal of such property shall be promptly repaired by CCI at its expense.

5.11 Alterations. In no case shall CCI or any person acting on behalf of CCI make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by CCI.

5.12 Janitorial Service. CCI 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 Application for Space. CCI shall submit an application document when CCI or CCI's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Collocation Space.

6.1.1 Initial Application. For CCI or CCI's Guest(s) initial equipment placement, CCI shall submit to BellSouth a complete and accurate Application and Inquiry document (Bona Fide Application), together with payment of the Application Fee as stated in Exhibit A. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in CCI's Collocation Space(s) and an estimate of the amount of square footage required.

6.1.2 Subsequent Application Fee. In the event CCI or CCI's Guest(s) desire to modify the use of the Collocation Space, CCI 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 Central Office premises are required to accommodate the change requested by CCI in the Application. Such necessary modifications to the Central Office 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 CCI for its request to modify the use of the Collocation Space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to CCI. The fee for an application where the modification requested has limited effect (e.g., does not require capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. All other modifications shall require a Subsequent Application Fee assessed at the applicable application fee. 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 CCI within 30 calendar days following CCI's receipt of a bill or invoice from BellSouth.

6.2 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 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 within thirty (30) business days of receipt of a complete application. When multiple applications are submitted within a fifteen business day window, BellSouth will respond to the applications as soon as possible, but no later than the following: within thirty (30) business days for applications 1-5; within thirty-six (36) business days for applications 6-10; within forty-two (42) business days for applications 11-15. Response intervals for multiple 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. The Application Response will detail whether the amount of space requested is available or if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space. When BellSouth's response includes an amount of space less than that requested by CCI or differently configured, CCI must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order.

6.3 Bona Fide Firm Order. CCI shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires CCI to complete the Application/Inquiry process described in Subsection 6.1, preceding, and submit the Expanded Interconnection Bona Fide Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response provided by BellSouth ("Bona Fide Firm Order") and all appropriate fees. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's response to CCI's Application/Inquiry. If CCI makes changes to its application in light of BellSouth's written Application Response, BellSouth will be required to re-evaluate and respond to the change(s). In this event, BellSouth's provisioning interval will not start until the re-evaluation and response to the change(s) is complete and the Bona Fide Firm Order is received by BellSouth and all appropriate fees and duties have been executed. If BellSouth needs to reevaluate CCI's application as a result of changes requested by CCI to CCI's original application, then BellSouth will charge CCI 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 CCI to resubmit the application with an application fee.

6.3.1 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of CCI's Bona Fide Firm Order within five (5) business 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.

6.3.2 BellSouth will permit one accompanied site visit to CCI's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to CCI.

6.3.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

6.3.4 CCI must submit to BellSouth the completed Access Control Request Form (RF-2906-A) for all employees or agents requiring access to the BellSouth Central Office a minimum of 30 calendar days prior to the date CCI desires access to the Collocation Space.

6.4 Construction and Provisioning Interval. BellSouth will negotiate construction and provisioning intervals per request 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 90 business days from receipt of a complete and accurate 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 130 business days of the receipt of a complete and accurate 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.

6.4.1 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and CCI will commence within a maximum of 15 business 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 Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to CCI during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.

6.4.2 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 7 business days of the completion of finalized construction designs and specifications.

6.4.3 Acceptance Walk Through. CCI and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by CCI. BellSouth will correct any deviations to CCI's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame.

6.5 Use of Certified Vendor. CCI shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. In some cases, CCI must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide CCI with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing CCI'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 CCI upon successful completion of installation. The Certified Vendor shall bill CCI directly for all work performed for CCI pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying CCI or any vendor proposed by CCI.

6.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. CCI shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service CCI's Collocation Space. Upon request, BellSouth will provide CCI with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by CCI. 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.

6.7 Basic Telephone Service. Upon request of CCI, 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.

6.8 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. CCI's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by CCI divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms

provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (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 Central Office basis. BellSouth will reimburse CCI in an amount equal to CCI reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

6.9 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, CCI may purchase 2-wire and 4-wire Cross-Connects as set forth in Exhibit A, and CCI 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, CCI 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. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by CCI, such information will be provided to CCI in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to CCI within 180 days of BellSouth's written denial of CCI's request for physical collocation, and (ii) CCI was not informed in the written denial that physical collocation space would become available within such 180 days, then CCI 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 credit for any CCI must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

6.10 Cancellation. If, at anytime, CCI cancels its order for the Collocation Space(s), CCI 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 CCI would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.11 Licenses. CCI, 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, CCI 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 outstanding balance of the actual Space Preparation Fee shall be due thirty (30) calendar days following CCI'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 Subsection 7.4, when CCI requests a modification to the arrangement).

7.2 Documentation. 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 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed.

7.4 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power CCI's equipment. When the Collocation Space is enclosed, CCI shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, CCI 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 CCI's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, CCI 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 CCI first occupies the Collocation Space, whichever is sooner.

7.5 Power. BellSouth shall supply -48 Volt (-48V) DC power for CCI's Collocation Space within the central office premises and shall make available AC power at CCI's option for Adjacent Arrangement collocation.

7.5.1 Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to CCI's equipment or space enclosure. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized), and installed by CCI's certified vendor. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized), and installed by CCI's certified power vendor. CCI's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. In the event BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a Central Office as a result of CCI's request to collocate in that Central Office ("Power Plant Construction"), CCI shall pay its pro-rata share of costs associated with the Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. 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. BellSouth will notify CCI of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. The costs of power plant construction shall be pro-rated and shared among all who benefit from that construction. CCI shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. CCI shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. CCI has the option to perform the Power Plant

Construction itself; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Attachment CCI shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Attachment, such upgrades shall become the property of BellSouth.

7.5.2 Charges for AC power will be assessed per breaker ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth Service Panel, fuses and power cables must be engineered (sized), and installed by CCI's certified vendor. CCI's certified vendor 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.

7.6 Security Escort. A security escort will be required whenever CCI or its approved agent desires access to the entrance manhole or must have access to the Central Office Premises after the one accompanied site visit allowed pursuant to subsection 6.2.2 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.

7.7 Rate "True-Up." The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, CCI shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to CCI. 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.

7.8 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party. Payment of all other charges under this Attachment shall be due thirty (30) days after receipt of the bill (payment due date). CCI 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 CCI shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a BEST Insurance Rating of B ++ X (B ++ ten).

8.2 CCI 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 ALL applicable policies 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 CCI 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 Subsection 6.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to CCI 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 CCI 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 Central Office and shall remain in effect for the term of this Attachment or until all CCI's property has been removed from BellSouth's Central Office, whichever period is longer. If CCI fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from CCI.

8.5 CCI shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) 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. CCI shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from CCI's insurance company. CCI shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
600 N. 19<sup>th</sup> Street, 18B3  
Birmingham, Alabama 35203

8.6 CCI 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 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 CCI), 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) 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 CCI's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between CCI's equipment and equipment of BellSouth. BellSouth may conduct an inspection if CCI adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide CCI 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 Only BellSouth employees, BellSouth certified vendors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of CCI will be permitted in the BellSouth Central Office. CCI 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 Central Office. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the CCI name. BellSouth reserves the right to remove from its premises any employee of CCI not possessing identification issued by CCI. CCI shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. CCI shall be solely responsible for ensuring that any Guest of CCI is in compliance with all subsections of this Section 11.

11.1.1 CCI will be required, at its own expense, to conduct a statewide investigation of criminal history records for each CCI employee being considered for work on the BellSouth Central Office, for the states/counties where the CCI 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 CCI will be required to administer to their personnel assigned to the BellSouth Central Office security training either provided by BellSouth, or meeting criteria defined by BellSouth.

11.1.3 CCI shall not assign to the BellSouth Central Office any personnel with records of felony criminal convictions. CCI shall not assign to the BellSouth Central Office any personnel with records of misdemeanor convictions, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any CCI personnel who have been identified to have misdemeanor criminal convictions.

11.1.4 For each CCI employee requiring access to a BellSouth Central Office pursuant to this agreement, CCI shall furnish BellSouth, prior to an employee gaining such access, a notarized affidavit certifying that the aforementioned background check and security training were completed. The affidavit will contain a statement certifying 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, CCI will disclose the nature of the convictions to BellSouth at that time.

11.1.5 At BellSouth's request, CCI shall promptly remove from the BellSouth's premises any employee of CCI BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth.

11.2 Notification to BellSouth. BST reserves the right to interview CCI's employees, agents, or contractors. CCI and its contractors shall cooperate fully with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by or involving CCI's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill CCI for all costs associated with investigations involving its employees, agents, or contractors if it can be reasonably established that CCI's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill CCI for BellSouth property which is stolen or damaged where an investigation determines the culpability of CCI's employees, agents, or contractors. CCI 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. BellSouth reserves the right to permanently remove from its premises any employee of CCI identified as posing a security risk to BellSouth or any other CLEC, or having violated BellSouth policies set forth in the BellSouth CLEC Security Training. CCI shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

11.3 Use of BellSouth Supplies by CCI Employees. Use of any BellSouth supplies by a CCI employee, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be considered theft and will be handled accordingly. Costs associated with such unauthorized use of BellSouth property may be charged to CCI as may be all associated investigative costs. At BellSouth's request, CCI shall promptly and permanently remove from BellSouth's Central Office any employee of CCI found to be in violation of this rule.

11.4 Use of Official Lines by CCI Employees. Except for local calls necessary in the performance of their work, CCI employees shall not use the telephones on BellSouth Central Office. Charges for unauthorized telephone calls made by a CCI's employees may be charged to CCI as may be all associated investigative costs. At BellSouth's request, CCI shall promptly and permanently remove from BellSouth's premises any employee of CCI found to be in violation of this rule.

11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of any CLEC 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 CCI's permitted use hereunder, then either party may elect within ten (10) 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 CCI'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 CCI, 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. CCI may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If CCI's acceleration of the project increases the cost of the project, then those additional charges will be incurred by CCI. Where allowed and where practical, CCI may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, CCI shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for CCI's permitted use, until such Collocation Space is fully repaired and restored and CCI's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where CCI has placed an Adjacent Arrangement pursuant to section 3.4, CCI 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 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 CCI shall each have the right to terminate this Attachment and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

## **14. NONEXCLUSIVITY**

12.1 CCI 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/CCI 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 <b>(Note 1)</b>	Per Request	NA	\$1600.00 Minimum
PE1BB	Space Preparation Fee <b>(Note 2)</b>			
	Mechanical / HVAC*	Per ton (one ton minimum)		\$2,400.00
	Ground Bar*	Per Connection		\$720.00
	Project Management*	Per arrangement		\$1675.00
	Cable Racking / Fiber Duct	Per arrangement, square foot		ICB
	Frame / Aisle Lighting	Per arrangement, square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure <b>(Note 3)</b> <i>Requested Prior to 6/1/99</i>			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	\$189.86	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$19.29	NA
PE1PJ	Floor Space	Per square foot	\$3.85	NA
PE1BD	Cable Installation	Per Cable	NA	\$2,335.00 Disconnect Charge \$54.39
PE1PM	Cable Support Structure	Per entrance cable	\$23.23	NA

**EXHIBIT A: BELLSOUTH/CCI RATES - ALABAMA  
PHYSICAL COLLOCATION (cont.)**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1PL	Power -48V DC Power 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277V AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$7.14 \$5.50 \$11.00 \$16.50 \$38.20	ICB ICB ICB ICB ICB
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4	Cross Connects ( <b>Note 4</b> ) 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per Cross Connect	\$ .28 \$.56 \$2.14 \$38.63 \$10.44 \$18.76	First / Additional \$30.76 / \$29.40 \$31.01 / \$29.58 \$60.81 / \$41.71 \$57.80 / \$39.81 \$73.00 / \$52.00 \$88.00 / \$67.00
	2-wire 4-wire DS-1 DS-3			Disconnect Charges First / Additional \$12.75 / \$11.38 \$12.82 / \$11.39 \$12.85 / \$11.50 \$14.93 / \$11.76
PE1ES Fiber PE1DS Copper	Co-Carrier Cross-Connect ( <b>Note 5</b> ) Fiber Arrangement Copper or Coaxial	Cable Support Structure, per linear foot (existing) Cable Support Structure (new)	\$0.06 \$0.03 NA	NA NA ICB
PE1A1	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
	Space Availability Report*	Per Central Office Requested		\$550.00

**EXHIBIT A: BELLSOUTH/CCI RATES - ALABAMA  
PHYSICAL COLLOCATION (cont.)**

<b>USOC</b>	<b>Rate Element Description</b>	<b>Unit</b>	<b>Recurring Rate (RC)</b>	<b>Non-Recurring Rate (NRC)</b>
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		\$0.08	NA
PE1PF	4 Wire Cross-Connect		\$0.17	NA
PE1PG	DS1 Cross-Connect		\$0.69	NA
PE1PH	DS3 Cross-Connect		\$4.74	NA
PE1B2	2 Fiber Cross-Connect		\$25.89	NA
PE1B4	4 Fiber Cross-Connect		\$34.91	NA
AEH	Additional Engineering Fee <b>(Note 6)</b>	Per request, First half hour/Add'l Half hour		First / Additional Basic Time - \$31.00 / \$22.00 Overtime - \$37.00 / \$26.00
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	\$43.47/\$25.82
PE1OT	Overtime	hour/Additional	NA	\$55.25/\$32.79
PE1PT	Premium Time	Half-hour	NA	\$67.03/\$39.76



**EXHIBIT A: BELLSOUTH/CCI RATES - ALABAMA**  
**PHYSICAL COLLOCATION (cont.)**

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, CCI 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 Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event CCI opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CCI as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure:** For cages requested prior to June 1, 1999, 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. CCI 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 contractor shall directly bill CCI 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.
- |        | First / Additional | Disconnect Charges<br>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, CCI may connect to other CLECs within the designated Central Office 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. 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 CCI-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, CCI agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

**EXHIBIT A: BELLSOUTH/CCI 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 <b>(Note 1)</b>	Per Request	NA	\$1600.00 Minimum
PE1BB	Space Preparation Fee <b>(Note 2)</b>			
	Mechanical / HVAC*	Per ton (one ton minimum)		\$2,400.00
	Ground Bar*	Per Connection		\$720.00
	Project Management*	Per arrangement		\$1675.00
	Cable Racking / Fiber Duct	Per arrangement, square foot		ICB
	Frame / Aisle Lighting	Per arrangement, square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure <b>(Note 3)</b> <i>Requested Prior to 6/1/99</i>			
PE1BW	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

**EXHIBIT A: BELL SOUTH/CCI RATES - FLORIDA  
PHYSICAL COLLOCATION (cont.)**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1PL	Power -48V DC Power 120V AC Power single phase * 240V AC Power single phase* 120V AC Power three phase* 277V AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$7.14 \$5.50 \$11.00 \$16.50 \$38.20	ICB ICB ICB ICB ICB
PE12C PE14C	Cross Connects ( <b>Note 4</b> ) 2-wire 4-wire	Per Cross Connect	\$0.0524 \$0.0524	\$11.57 \$11.57
PE11S PE11X	DS-1/DCS DS-1/DSX		\$8.085 \$4.110	\$69.64 \$69.64
PE13S PE13X	DS-3/DCS DS-3/DSX		\$56.97 \$10.06	\$528.00 \$528.00
PE1F2	Optical Cross Connects		\$6.46	\$2,431.00
PE1ES PE1DS (TBD)	Co-Carrier Cross-Connect ( <b>Note 5</b> )  Fiber Cable Support Structure, existing  Copper or Coaxial Cable Support Structure, existing  Cable Support Structure Construction, new	Per linear foot  Per linear foot  Per new construction	\$0.06  \$0.03  NA	NA  NA  ICB
PE1A2	Security Access System Security System* New Access Card Activation* Administrative change, existing card* Replace lost or stolen card*	Per Central Office Per request-5 cards Per Card Per Card	\$95.00 NA NA NA	\$85.12 \$35.00 \$250.00
	Space Availability Report *	Per Central Office Requested		\$550.00
	POT Bay ( <b>Note 6</b> )		NA	NA

**EXHIBIT A: BELL SOUTH/CCI RATES - FLORIDA  
PHYSICAL COLLOCATION (cont.)**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
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			
	Basic Time	Per ¼ hour	NA	\$10.89
	Overtime	Per ¼ hour	NA	\$13.64
	Premium Time	Per ¼ hour	NA	\$16.40

**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, CCI 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 Central Office, 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:** For cages requested prior to June 1, 1999, 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. CCI 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 contractor shall directly bill CCI 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/CCI RATES - FLORIDA**  
**PHYSICAL COLLOCATION (cont.)**

- (5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, CCI may connect to other CLECs within the designated Central Office 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. 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 CCI 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 CCI-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, CCI agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

**EXHIBIT A: BELLSOUTH/CCI 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 <b>(Note 1)</b>	Per Request	NA	\$1600.00 Minimum
PE1BB	Space Preparation Fee <b>(Note 2)</b>	Per square foot	NA	\$100.00
PE1BW PE1CW	Space Enclosure <b>(Note 3)</b> <i>Cages Prior to 6/1/99</i> Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$170.64 \$17.33	NA NA
PE1PJ PE1PK	Floor Space Zone A Zone B	Per square foot Per square foot	\$7.50 \$6.75	NA 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 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277V AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$7.14 \$5.50 \$11.00 \$16.50 \$38.20	ICB ICB ICB ICB ICB
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4	Cross Connects 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per Cross Connect	\$0.30 \$0.50 \$8.00 \$72.00 \$10.29 \$18.50	First / Additional \$12.60 / \$12.60 \$12.60 / \$12.60 \$155.00 / \$27.00 \$155.00 / \$27.00 \$73.00 / \$52.00 \$88.00 / \$67.00

**EXHIBIT A: BELLSOUTH/CCI RATES - GEORGIA  
PHYSICAL COLLOCATION (cont.)**

<b>USOC</b>	<b>Rate Element Description</b>	<b>Unit</b>	<b>Recurring Rate (RC)</b>	<b>Non-Recurring Rate (NRC)</b>
PE1ES	Co-Carrier Cross-Connect <b>(Note 4)</b> Fiber Cable Support Structure, existing	Per linear foot	\$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear foot	\$0.03	NA
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1A1	Security Access System Security system*	Per Central Office	\$52.00	
	New Access Card Activation*	Per Card		\$55.00
	Administrative change, existing card*	Per Card		\$35.00
	Replace lost or stolen card*	Per Card		\$250.00
	Space Availability Report*	Per Central Office 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		\$25.53	NA
PE1B4	4 Fiber Cross-Connect		\$34.43	NA
AEH	Additional Engineering Fee <b>(Note 5)</b>	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00
PE1BT	Security Escort Basic Time	Per 1/2 hour/Additional Half-hour	NA	\$41.00/\$25.00
PE1OT	Overtime		NA	\$48.00/\$30.00
PE1PT	Premium Time		NA	\$55.00/\$35.00

**EXHIBIT A: BELLSOUTH/CCI RATES - GEORGIA**  
**PHYSICAL COLLOCATION (cont.)**

**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, CCI 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 a portion of costs associated with the shared physical collocation area within a Central Office, 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 CCI opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CCI as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, 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. CCI 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 contractor shall directly bill CCI 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, CCI may connect to other CLECs within the designated Central Office 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. 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 CCI-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, CCI agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.



**EXHIBIT A: BELLSOUTH/CCI 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 <b>(Note 1)</b>	Per Request	NA	\$1600.00 Minimum
PE1BB	Space Preparation Fee <b>(Note 2)</b>			
	Mechanical / HVAC*	Per ton (one ton minimum)		\$2,100.00
	Ground Bar*	Per Connection		\$720.00
	Project Management*	Per arrangement		\$1,675.00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
PE1BW PE1CW	Space Enclosure <b>(Note 3)</b> <i>Prior to 6/1/99</i>			
	Welded Wire-mesh	Per first 100 sq. ft.	\$201.02	NA
	Welded Wire-mesh	Per add'l 50 sq. ft.	\$20.42	NA
PE1PJ	Floor Space	Per square foot	\$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
	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
	277V AC Power three phase*	Per breaker amp	\$38.20	ICB

**EXHIBIT A: BELLSOUTH/CCI RATES - KENTUCKY  
PHYSICAL COLLOCATION (cont.)**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P2	Cross Connects 2-wire	Per Cross Connect	\$ .31	First / Additional \$54.21/\$51.07
PE1P4	4-wire		\$ .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		\$13.28	\$73.00/\$52.00
PE1F4	4-fiber		\$23.87	\$88.00/\$67.00
	<b>Co-Carrier Cross-Connect (Note 5)</b>			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	\$0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	\$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1	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
TBD	Space Availability Report	Per Central Office Requested	NA	\$550.00
	<b>POT Bay Arrangements Prior to 6/1/99</b>	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		\$0.06	NA
PE1PF	4 Wire Cross-Connect		\$0.15	NA
PE1PG	DS1 Cross-Connect		\$0.58	NA
PE1PH	DS3 Cross-Connect		\$4.51	NA
PE1B2	2 Fiber Cross-Connect		\$32.94	NA
PE1B4	4 Fiber Cross-Connect		\$44.42	NA
PE1BT PE1OT PE1PT	Security Escort Basic Time Overtime Premium Time	Per 1/2 hour/Additional Half-hour	NA NA NA	\$56.09/\$31.99 \$67.75/\$39.00 \$79.41/\$46.01

**EXHIBIT A: BELLSOUTH/CCI RATES - KENTUCKY  
PHYSICAL COLLOCATION (cont.)**

<b>USOC</b>	<b>Rate Element Description</b>	<b>Unit</b>	<b>Recurring Rate (RC)</b>	<b>Non-Recurring Rate (NRC)</b>
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

**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, CCI 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 Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event CCI opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CCI as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, 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. CCI 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 contractor shall directly bill CCI 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, CCI may connect to other CLECs within the designated Central Office 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. 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 CCI-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, CCI agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

**EXHIBIT A: BELLSOUTH/CCI 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	\$1600.00 Minimum
PE1BB	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton minimum)		\$2,100.00
	Ground Bar*	Per Connection		\$720.00
	Project Management*	Per arrangement		\$1,675.00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
PE1BW PE1CW	Space Enclosure (Note 3) <i>Prior to 6/1/99</i> Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$197.55 \$20.07	NA NA
PE1PJ	Floor Space	Per square foot	\$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
	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
	277V AC Power three phase*	Per breaker amp	\$38.20	ICB

**EXHIBIT A: BELLSOUTH/CCI RATES - LOUISIANA  
PHYSICAL COLLOCATION (cont.)**

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)
PE1P2	Cross Connects <b>(Note 4)</b> 2-wire	Per Cross Connect	\$0.26	First / Additional \$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
PE1F2	2-fiber		\$10.20	\$73.00/\$52.00
PE1F4	4-fiber		\$18.34	\$88.00/\$67.00
	2-wire			Disconnect charges First / Additional \$9.48/\$8.54
	4-wire			\$9.53/\$8.55
	DS-1			\$9.56/\$8.63
	DS-3			\$11.06/\$8.86
	<b>Co-Carrier Cross-Connect (Note 5)</b>			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	\$0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	\$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1	Security Access System Security system*	Per Central Office	\$52.00	
	New Access Card Activation*	Per Card		\$55.00
	Administrative change, existing card*	Per Card		\$35.00
	Replace lost or stolen card	Per Card		\$250.00
TBD	Space Availability Report*	Per Central Office Requested		\$550.00

**EXHIBIT A: BELLSOUTH/CCI RATES - LOUISIANA  
PHYSICAL COLLOCATION (cont.)**

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)
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		\$0.0776	NA
PE1PF	4 Wire Cross-Connect		\$0.1552	NA
PE1PG	DS1 Cross-Connect		\$0.6406	NA
PE1PH	DS3 Cross-Connect		\$4.75	NA
PE1B2	2 Fiber Cross-Connect		\$25.30	NA
PE1B4	4 Fiber Cross-Connect		\$34.12	NA
	Security Escort			
PE1BT	Basic Time	Per 1/2 hour/Additional	NA	\$32.35/\$19.95
PE1OT	Overtime	hour/Additional	NA	\$40.50/\$25.00
PE1PT	Premium Time	Half-hour	NA	\$48.66/\$30.05
AEH	Additional Engineering Fee <b>(Note 6)</b>	Per request, First half hour/Add'l Half hour		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, CCI 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 Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event CCI opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CCI as prescribed in Section 7 of the Collocation Attachment.

**EXHIBIT A: BELLSOUTH/CCI RATES - LOUISIANA  
PHYSICAL COLLOCATION (cont.)**

- (3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, 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. CCI 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 contractor shall directly bill CCI 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.

	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, CCI may connect to other CLECs within the designated Central Office 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. 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 CCI-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, CCI agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

**EXHIBIT A: BELLSOUTH/CCI RATES – MISSISSIPPI  
PHYSICAL COLLOCATION**

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

<b>USOC</b>	<b>Rate Element Description</b>	<b>Unit</b>	<b>Recurring Rate (RC)</b>	<b>Non-Recurring Rate (NRC)</b>
PE1BA	Application Fee	Per Request	NA	\$6,993.00 Disconnect charge \$1.70
PE1CA	Subsequent Application Fee <b>(Note 1)</b>	Per Request	NA	\$1600.00 Minimum
PE1BB	Space Preparation Fee <b>(Note 2)</b>			
	Mechanical / HVAC*	Per ton (one ton minimum)		\$2,100.00
	Ground Bar*	Per Connection		\$720.00
	Project Management*	Per arrangement		\$1,675.00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
PE1BW PE1CW	Space Enclosure <b>(Note 3)</b> <i>Prior to 6/1/99</i> Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$205.08 \$20.83	NA NA
PE1PJ	Floor Space	Per square foot	\$3.45	Disconnect charge \$53.24
PE1BD	Cable Installation	Per Cable	NA	\$2,419.00
PE1PM	Cable Support Structure	Per entrance cable	\$22.90	NA
PE1PL	Power			
	-48V DC Power	Per amp	\$6.93	ICB
	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
	277V AC Power three phase*	Per breaker amp	\$38.20	ICB



**EXHIBIT A: BELLSOUTH/CCI RATES - MISSISSIPPI  
PHYSICAL COLLOCATION (cont.)**

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)
PE1P2	Cross Connects <b>(Note 4)</b> 2-wire	Per Cross Connect	\$ .3996	First / Additional \$30.93/\$29.59
PE1P4	4-wire		\$ .7992	\$31.17/\$29.77
PE1P1	DS-1		\$2.90	\$60.42/\$41.68
PE1P3	DS-3		\$53.31	\$57.45/\$39.81
PE1F2	2-fiber		\$15.82	\$73.00/\$52.00
PE1F4	4-fiber		\$28.43	\$88.00/\$67.00
	2-wire			Disconnect Charges First / Additional \$12.76/\$11.43
	4-wire			\$12.83/\$11.43
	DS-1			\$12.87/\$11.54
	DS-3			\$14.92/\$11.80
	<b>Co-Carrier Cross-Connect (Note 5)</b>			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	\$0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	\$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1	Security Access System Security system*	Per Central Office	\$52.00	
	New Access Card Activation*	Per Card		\$55.00
	Administrative change, existing card*	Per Card		\$35.00
	Replace lost or stolen card	Per Card		\$250.00
TBD	Space Availability Report*	Per Central Office Requested		\$550.00

**EXHIBIT A: BELL SOUTH/CCI RATES - MISSISSIPPI  
PHYSICAL COLLOCATION (cont.)**

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)
	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		\$39.23	NA
PE1B4	4 Fiber Cross-Connect		\$52.91	NA
AEH	Additional Engineering Fee <b>(Note 6)</b>	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			
PE1BT	Basic Time	Per 1/2	NA	\$42.87/\$25.54
PE1OT	Overtime	hour/Additional	NA	\$54.43/\$32.41
PE1PT	Premium Time	Half-hour	NA	\$65.99/\$39.28

**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, CCI 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 Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event CCI opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CCI as prescribed in Section 7 of the Collocation Attachment.

**EXHIBIT A: BELLSOUTH/CCI RATES - MISSISSIPPI**  
**PHYSICAL COLLOCATION (cont.)**

- (3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, 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. CCI 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 contractor shall directly bill CCI 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.

	First / Additional	Disconnect Charges 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, CCI may connect to other CLECs within the designated Central Office 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. 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 CCI-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, CCI agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

**EXHIBIT A: BELLSOUTH/CCI RATES – NORTH CAROLINA\***  
**PHYSICAL COLLOCATION**

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

<b>USOC</b>	<b>Rate Element Description</b>	<b>Unit</b>	<b>Recurring Rate (RC)</b>	<b>Non-Recurring Rate (NRC)</b>
PE1BA	Application Fee	Per Request	NA	\$3,850.00
PE1CA	Subsequent Application Fee <b>(Note 1)</b>	Per Request	NA	\$1,600.00 Minimum
PE1BB	Space Preparation Fee <b>(Note 2)</b>			
	Mechanical / HVAC	Per ton (one ton minimum)		\$2,100.00
	Ground Bar	Per Connection		\$720.00
	Project Management	Per arrangement		\$1,675.00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
PE1BW PE1CW	Space Enclosure <b>(Note 3)</b> <i>Prior to 6/1/99</i>			
	Welded Wire-mesh	Per first 100 sq. ft.	\$146.80	NA
	Welded Wire-mesh	Per add'l 50 sq. ft.	\$14.91	NA
PE1PJ	Floor Space	Per square foot	\$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
	120V AC Power single phase	Per breaker amp	\$5.50	ICB
	240V AC Power single phase	Per breaker amp	\$11.00	ICB
	120V AC Power three phase	Per breaker amp	\$16.50	ICB
	277V AC Power three phase	Per breaker amp	\$38.20	ICB

**EXHIBIT A: BELLSOUTH/CCI RATES – NORTH CAROLINA\***  
**PHYSICAL COLLOCATION (cont.)**

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P2	Cross Connects 2-wire	Per Cross Connect	\$ .30	First / Additional \$19.20/\$19.20
PE1P4	4-wire		\$ .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		\$15.90	\$73.00/\$52.00
PE1F4	4-fiber		\$28.50	\$88.00/\$67.00
	Co-Carrier Cross-Connect <b>(Note 4)</b>			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	\$0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	\$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1	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
TBD	Space Availability Report	Per Central Office 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		\$39.30	NA
PE1B4	4 Fiber Cross-Connect		\$53.00	NA
PE1BT	Security Escort Basic Time	Per 1/2 hour/Additional	NA	\$41.00/\$25.00
PE1OT	Overtime		NA	\$48.00/\$30.00
PE1PT	Premium Time	Half-hour	NA	\$55.00/\$35.00

**EXHIBIT A: BELLSOUTH/CCI RATES – NORTH CAROLINA  
PHYSICAL COLLOCATION (cont.)**

<b>USOC</b>	<b>Rate Element Description</b>	<b>Unit</b>	<b>Recurring Rate (RC)</b>	<b>Non-Recurring Rate (NRC)</b>
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

**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, CCI 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 Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event CCI opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CCI as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, 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. CCI 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 contractor shall directly bill CCI 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, CCI may connect to other CLECs within the designated Central Office 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. 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 CCI-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, CCI agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

**EXHIBIT A: BELLSOUTH/CCI 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 <b>(Note 1)</b>	Per Request	NA	\$1600.00 Minimum
PE1BB	Space Preparation Fee <b>(Note 2)</b>			
	Mechanical / HVAC*	Per ton (one ton minimum)		\$2,100.00
	Ground Bar*	Per Connection		\$720.00
	Project Management*	Per arrangement		\$1,675.00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
PE1BW PE1CW	Space Enclosure <b>(Note 3)</b> <i>Prior to 6/1/99</i>			
	Welded Wire-mesh	Per first 100 sq. ft.	\$224.60	NA
	Welded Wire-mesh	Per add'l 50 sq. ft.	\$22.81	NA
PE1PJ	Floor Space	Per square foot	\$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
	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
	277V AC Power three phase*	Per breaker amp	\$38.20	ICB

**EXHIBIT A: BELLSOUTH/CCI RATES – SOUTH CAROLINA  
PHYSICAL COLLOCATION (cont.)**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	<b>Cross Connects (Note 4)</b>			First / Additional
PE1P2	2-wire	Per Cross Connect	\$ .3648	\$41.50/\$38.94
PE1P4	4-wire	Per Cross Connect	\$ .7297	\$41.56/\$38.90
PE1P1	DS-1	Per Cross Connect	\$2.70	\$70.79/\$50.78
PE1P3	DS-3	Per Cross Connect	\$49.24	\$69.60/\$49.14
PE1F2	2-fiber	Per Cross Connect	\$13.75	\$73.00/\$52.00
PE1F4	4-fiber	Per Cross Connect	\$24.71	\$88.00/\$67.00
	<b>Co-Carrier Cross-Connect (Note 5)</b>			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	\$0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	\$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
	<b>Security Access System</b>			
PE1A1	Security system*	Per Central Office	\$52.00	
	New Access Card Activation*	Per Card		\$55.00
	Administrative change, existing card*	Per Card		\$35.00
	Replace lost or stolen card	Per Card		\$250.00
TBD	Space Availability Report*	Per Central Office Requested		\$550.00
	<b>POT Bay Arrangements Prior to 6/1/99</b>	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		\$ .1091	NA
PE1PF	4 Wire Cross-Connect		\$ .2181	NA
PE1PG	DS1 Cross-Connect		\$ .9004	NA
PE1PH	DS3 Cross-Connect		\$5.64	NA
PE1B2	2 Fiber Cross-Connect		\$34.09	NA
PE1B4	4 Fiber Cross-Connect		\$45.97	NA
	<b>Security Escort</b>			
PE1BT	Basic Time	Per 1/2 hour	NA	\$43.00/\$25.57
PE1OT	Overtime	hour/Additional	NA	\$54.62/\$32.46
PE1PT	Premium Time	Half-hour	NA	\$66.24/\$39.35



**EXHIBIT A: BELLSOUTH/CCI RATES – SOUTH CAROLINA  
PHYSICAL COLLOCATION (cont.)**

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

**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, CCI 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 Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event CCI opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CCI as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, 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. CCI 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 contractor shall directly bill CCI 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

- (5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, CCI may connect to other CLECs within the designated Central Office 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. 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/CCI RATES – SOUTH CAROLINA  
PHYSICAL COLLOCATION (cont.)**

- (6) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling CCI-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, CCI agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

**EXHIBIT A: BELLSOUTH/CCI RATES – TENNESSEE\***  
**PHYSICAL COLLOCATION**

\*All Rates 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 <b>(Note 1)</b>	Per Request	NA	\$1,600.00 Minumum
PE1BB	Space Preparation Fee <b>(Note 2)</b>			
	Mechanical / HVAC	Per ton (one ton minimum)		\$2,100.00
	Ground Bar	Per Connection		\$720.00
	Project Management	Per arrangement		\$1,675.00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
PE1BW PE1CW	Space Enclosure <b>(Note 3)</b> <i>Prior to 6/1/99</i>			
	Welded Wire-mesh	Per first 100 sq. ft.	\$190.79	NA
	Welded Wire-mesh	Per add'l 50 sq. ft.	\$19.38	NA
PE1PJ	Floor Space	Per square foot	\$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
	120V AC Power single phase	Per breaker amp	\$5.50	ICB
	240V AC Power single phase	Per breaker amp	\$11.00	ICB
	120V AC Power three phase	Per breaker amp	\$16.50	ICB
	277V AC Power three phase	Per breaker amp	\$38.20	ICB

**EXHIBIT A: BELLSOUTH/CCI RATES – TENNESSEE\***  
**PHYSICAL COLLOCATION (cont.)**

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P2	Cross Connects 2-wire	Per Cross Connect	\$ .30	First / Additional \$19.20/\$19.20
PE1P4	4-wire		\$ .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		\$15.90	\$73.00/\$52.00
PE1F4	4-fiber		\$28.50	\$88.00/\$67.00
	<b>Co-Carrier Cross-Connect (Note 4)</b>			
PE1ES Fiber	Fiber cable support structure, existing	Per linear foot	\$0.06	NA
PE1DS Copper	Copper or Coaxial cable support structure, existing	Per linear foot	\$0.03	NA
TBD	Cable Support Structure Construction (new)	Per new construction	NA	ICB
PE1A1	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
TBD	Space Availability Report	Per Central Office Requested		\$550.00
	<b>POT Bay Arrangements Prior to 6/1/99</b>			
PE1PE	2 Wire Cross-Connect	Per Cross Connect	\$0.40	NA
PE1PF	4 Wire Cross-Connect	Per Cross Connect	\$1.20	NA
PE1PG	DS1 Cross-Connect	Per Cross Connect	\$1.20	NA
PE1PH	DS3 Cross-Connect	Per Cross Connect	\$8.00	NA
PE1B2	2 Fiber Cross-Connect	Per Cross Connect	\$39.30	NA
PE1B4	4 Fiber Cross-Connect	Per Cross Connect	\$53.00	NA

**EXHIBIT A: BELL SOUTH/CCI RATES – TENNESSEE\***  
**PHYSICAL COLLOCATION (cont.)**

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BT PE1OT PE1PT	Security Escort Basic Time Overtime Premium Time	Per 1/2 hour/Additional Half-hour	NA NA NA	\$41.00/\$25.00 \$48.00/\$30.00 \$55.00/\$35.00
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

**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, CCI 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 Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event CCI opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CCI as prescribed in Section 7 of the Collocation Attachment.
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**EXHIBIT A: BELLSOUTH/CCI RATES – TENNESSEE\***  
**PHYSICAL COLLOCATION (cont.)**

- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, CCI may connect to other CLECs within the designated Central Office 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. 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 CCI-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, CCI agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

## **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 CCI 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 agreement.

1.2 Notice. BellSouth and CCI 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. CCI should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for CCI 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. CCI 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 CCI space with proper notification. BellSouth reserves the right to stop any CCI 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 CCI are owned by CCI. CCI 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 CCI or different hazardous materials used by CCI at BellSouth Facility. CCI must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

**EXHIBIT B**  
Page 2 of 4

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 CCI to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and CCI 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 CCI will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, CCI 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 CCI 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, CCI 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. CCI further agrees to cooperate with BellSouth to ensure that CCI'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 CCI, its employees, agents and/or subcontractors.

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



**2. Categories for Consideration of Environmental Issues (cont.)**

<b>ENVIRONMENTAL CATEGORIES</b>	<b>ENVIRONMENTAL ISSUES</b>	<b>ADDRESSED BY THE FOLLOWING DOCUMENTATION</b>
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Pollution liability insurance  EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill firesafety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to 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)	Performance of services in accordance with BST's environmental M&Ps  Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance  EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste  Other maintenance work	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147 29CFR 1910 Subpart O

Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All HazMat &amp; Waste Asbestos notification protection of BST employees and equipment</p>	<p>P&amp;SM Manager - Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)</p>
Manhole cleaning	<p>Pollution liability insurance</p> <p>Manhole entry requirements</p> <p>EVET approval of contractor</p>	<p>Std T&amp;C 450 Std T&amp;C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT</p>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

### **3. DEFINITIONS**

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

### **4. ACRONYMS**

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

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

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes