

BELLSOUTH® / CLEC Agreement

Customer Name: DSL Internet (DSLi)

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By and Between
BellSouth Telecommunications, Inc.
And
DSL Internet Corporation

AGREEMENT

This Agreement, which shall become effective as of the last date of signature and is entered into by and between DSL Internet Corporation, ("DSLi"), a Florida corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

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

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

WHEREAS, DSLi has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and Network Telephone Corporation dated May 17, 2001 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

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

1. DSLi and BellSouth shall adopt, with the exception of Collocation (known as Attachment 4), the Network Telephone Corporation Interconnection Agreement dated May 17, 2001 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The Network Telephone Corporation Interconnection Agreement, with the exception of Collocation (known as Attachment 4), and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

04/27/99

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Combinations Amendment dated 9/20/01	50
AL 2-Wire DID Port Amendment dated 9/21/01	2
FL Amendment dated 9/26/01	28
TOTAL	498

2. DSLi and BellSouth shall incorporate Collocation language and rates identified attached hereto as Exhibit 2 and incorporated herein by this reference. Exhibit 2, Collocation, consists of the following:

Exhibit 2	1
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TOTAL	106

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

3. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 2.1 of the Network Telephone Corporation Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2.1 of the Network Telephone Corporation Interconnection Agreement, the effective date shall be May 17, 2001.

04/27/99

4. DSLi shall accept and incorporate any amendments to the Network Telephone Corporation Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. 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, addressed to:

BellSouth Telecommunications, Inc.

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

and

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

DSL Internet Corporation

Jessica J. Pena
Director of Regulatory Affairs
5000 SW 75th Avenue
Miami, Florida 33155

Telephone: 305-779-5741

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

04/27/99

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

BellSouth Telecommunications, Inc.

Signature on File
Signature

C. W. Boltz
Name

Managing Director
Title

November 13, 2001
Date

DSL Internet Corporation

Signature on File
Signature

Mario Bustamante
Name

CEO
Title

November 6, 2001
Date

04/27/99

EXHIBIT 1

EXHIBIT 2

Attachment 4

Physical Collocation

BELLSOUTH

PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when DSLi is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter "Premises"). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to DSLi collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms and conditions of this Attachment where space is available and it is technically feasible, BellSouth will allow DSLi to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by DSLi and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).
- 1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth below.
- 1.2.1.1 In all states other than Florida, the size specified by DSLi may contemplate a request for space sufficient to accommodate DSLi's growth within a two-year period.
- 1.2.1.2 In the state of Florida, the size specified by DSLi may contemplate a request for space sufficient to accommodate DSLi's growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall attempt to accommodate <customer_ name>'s requested preferences if any. In allocating Collocation Space, BellSouth shall not materially increase DSLi's cost or materially delay DSLi's occupation and use of the Collocation Space, shall not assign Collocation Space that will impair the quality of service or otherwise limit the service the DSLi wishes to offer, and shall not reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocator; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or by another carrier; or (f) essential for

- the administration and proper functioning of BellSouth's Premises. BellSouth may segregate collocation space and require separate entrances in accordance with FCC rules.
- 1.4 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. DSLi will be responsible for any justification of unutilized space within its space, if the appropriate state commission requires such justification.
 - 1.5 Use of Space. DSLi shall use the Collocation Space for the purposes of installing, maintaining and operating DSLi's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services, as specifically set forth in this Attachment. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
 - 1.6 Rates and Charges. DSLi agrees to pay the rates and charges identified in Exhibit C attached hereto.
 - 1.7 Due Dates. If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.
 - 1.8 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
 2. **Space Availability Report**
 - 2.1 Space Availability Report. Upon request from DSLi, BellSouth will provide a written report ("Space Availability Report") describing in detail the space that is available for collocation and specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises.
 - 2.1.1 The request from DSLi for a Space Availability Report must be written and must include the Premises street address, located in the Local Exchange Routing Guide and Common Language Location Identification ("CLLI") code of the Premises. CLLI code information is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.
 - 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make

best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify DSLi and inform DSLi of the time frame under which it can respond.

3. Collocation Options

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

3.2 Caged. At DSLi's expense, DSLi may arrange with a Supplier certified by BellSouth ("Certified Supplier") to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, DSLi and DSLi's Certified Supplier must comply with the more stringent local building code requirements. DSLi's Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with DSLi and provide, at DSLi's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for DSLi to obtain the zoning, permits and/or other licenses. DSLi's Certified Supplier shall bill DSLi directly for all work performed for DSLi pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the DSLi's Certified Supplier. DSLi 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 DSLi's locked enclosure prior to notifying DSLi. Upon request, BellSouth shall construct the enclosure for DSLi.

3.2.1 BellSouth may elect to review DSLi's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to DSLi indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if DSLi has indicated their desire to construct their own enclosure. If DSLi's Initial Application

- does not indicate their desire to construct their own enclosure, but their subsequent firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. . BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review DSLi's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require DSLi to remove or correct within seven (7) calendar days at DSLi's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.
- 3.3 Shared (Subleased) Caged Collocation. DSLi may allow other telecommunications carriers to share DSLi's caged collocation arrangement pursuant to terms and conditions agreed to by DSLi ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. DSLi shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by DSLi that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and DSLi.
- 3.3.1 DSLi, as the Host shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide DSLi with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, DSLi shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit C, which will be rendered to the Host.
- 3.3.2 Notwithstanding whether the collocation needs for the Guest are ordered by the Host or directly by the Guest using the Host's ACNA, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be rendered to the Guest.

- 3.3.3 DSLi 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 DSLi's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation space within the Premises is legitimately exhausted, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by DSLi and in conformance with BellSouth's design and construction specifications. Further, DSLi shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
- 3.4.1 Should DSLi elect such option, DSLi must arrange with a Certified Supplier 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, DSLi and DSLi's Certified Supplier must comply with the more stringent local building code requirements. DSLi's Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. DSLi's Certified Supplier shall bill DSLi directly for all work performed for DSLi pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by DSLi's Certified Supplier. DSLi 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 DSLi's locked enclosure prior to notifying DSLi.
- 3.4.2 DSLi must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review DSLi's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth will have the right to inspect the Adjacent Arrangement during and after construction to make sure it is constructed according to the submitted plans and specifications. BellSouth shall require DSLi to remove or correct within seven (7) calendar days at DSLi's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.
- 3.4.3 DSLi shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At DSLi's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and

- facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC. DSLi's Certified Supplier shall be responsible, at DSLi's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.
- 3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocating CLEC equipment is to interconnect with BellSouth's network or access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will permit DSLi to interconnect between its virtual or physical collocation arrangements and those of another collocated CLEC whose Agreement contains co-carrier cross-connect language. At no point in time shall DSLi use the Collocation Space for the sole or primary purpose of cross-connecting to other CLECs.
- 3.5.1 The CCXC, shall be provisioned through facilities owned by DSLi. Such connections to other carriers may be made using either optical or electrical facilities. DSLi may deploy such optical or electrical connections directly between its own facilities and the facilities of other CLEC(s) without being routed through BellSouth equipment. DSLi may not self provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. DSLi is responsible for ensuring the integrity of the signal.
- 3.5.2 DSLi shall be responsible for obtaining authorization from the other CLEC(s) involved. DSLi must use a BellSouth Certified Supplier to place the CCXC. There will be a recurring charge per linear foot of common cable support structure used. DSLi-provisioned CCXC shall utilize common cable support structure. In the case of two contiguous collocation arrangements, DSLi may have the option of constructing its own dedicated support structure.
4. Occupancy
- 4.1 Occupancy. BellSouth will notify DSLi in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). DSLi will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying DSLi that the collocation space is ready for occupancy. In the event that DSLi fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by DSLi and billing will commence on the sixteenth day after BellSouth releases the collocation space. DSLi 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 cross connects until receipt of such notice. For purposes of this paragraph, DSLi's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

- 4.2 **Termination of Occupancy.** In addition to any other provisions addressing termination of occupancy in this Attachment, DSLi may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate DSLi's right to occupy the Collocation Space in the event DSLi fails to comply with any provision of this Agreement.
- 4.2.1 Upon termination of occupancy, DSLi at its expense shall remove its equipment and other property from the Collocation Space. DSLi shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of DSLi's Guests, unless DSLi's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. DSLi shall continue payment of monthly fees to BellSouth until such date as DSLi, and if applicable DSLi's Guest, has fully vacated the Collocation Space and the Space Relinquish Form has been accepted by BellSouth.. Should DSLi or DSLi's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of DSLi or DSLi's Guest at DSLi's expense and with no liability for damage or injury to DSLi or DSLi's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of DSLi's right to occupy Collocation Space, DSLi shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by DSLi except for ordinary wear and tear, unless otherwise agreed to by the Parties. DSLi or DSLi's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Central Office Record Drawings and ERMA Records. DSLi shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

5. **Use of Collocation Space**

- 5.1 **Equipment Type.** BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.
- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support CLEC network

- operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 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 and equipment design spatial requirements per GR-63-CORE, Section 2, requirement numbers 3, 23, 25 and 34. Cageless collocation arrangements must additionally meet GR-63-CORE, Section 2, requirement numbers 1, 2, 5, 6, 15, 17, 19, 20, 21 and 26. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on DSLi's failure to comply with this section.
- 5.1.3 DSLi shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that DSLi submits an application for terminations that exceed the total capacity of the collocated equipment, DSLi will be informed of the discrepancy and will be required to submit a revision to the application.
- 5.2 DSLi shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.3 DSLi shall place a plaque or other identification affixed to DSLi's equipment necessary to identify DSLi's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. DSLi may elect to place DSLi-owned or DSLi-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties. DSLi will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. DSLi will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to

DSL's equipment in the Collocation Space. In the event DSL utilizes a non-metallic, riser-type entrance facility, a splice will not be required. DSL must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. DSL is responsible for maintenance of the entrance facilities. At DSL's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.

- 5.4.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide DSL 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 DSL'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.
- 5.4.2 Shared Use. DSL may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to DSL's collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. DSL must arrange with BellSouth for BellSouth to splice the DSL provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit C will apply. If DSL desires to allow another CLEC to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the parties.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between DSL'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 (CDF). DSL shall be responsible for providing, and a supplier certified by BellSouth ("Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. DSL or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At DSL's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will

not serve as the demarcation point. DSLi must make arrangements with a Certified Supplier for such placement.

- 5.5.1 In Tennessee, BellSouth will designate the point(s) of demarcation between DSLi'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 connections to BellSouth's network, the demarcation point shall be a DSLi provided Point of Termination Bay (POT Bay) in a common area within the Premises. DSLi shall be responsible for providing, and a supplier certified by BellSouth ("DSLi's Certified Supplier") shall be responsible for installing and properly labeling, the POT Bay as well as the necessary cabling between DSLi's collocation space and the demarcation point. DSLi or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee in the event that DSLi desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.
- 5.6 DSLi's Equipment and Facilities. DSLi, or if required by this Attachment, DSLi's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by DSLi which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. DSLi and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.7 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to DSLi at least 48 hours before access to the Collocation Space is required. DSLi may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that DSLi will not bear any of the expense associated with this work.
- 5.8 Access. Pursuant to Section 11, DSLi shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. DSLi agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of DSLi or DSLi's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by DSLi and returned to BellSouth Access Management within 15 calendar days of DSLi's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until

- acknowledgements are current. Access Keys shall not be duplicated under any circumstances. DSLi agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of DSLi employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with DSLi or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.8.1 BellSouth will permit one accompanied site visit to DSLi's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to DSLi. DSLi must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date DSLi desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, DSLi may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event DSLi desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit DSLi to access the Collocation Space accompanied by a security escort at DSLi's expense. DSLi must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. DSLi shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), DSLi shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, DSLi shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of DSLi violates the provisions of this paragraph, BellSouth shall give written notice to DSLi, which notice shall direct DSLi to cure the violation within forty-eight (48) hours of DSLi's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if DSLi fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property,

- injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to DSLi's equipment. BellSouth will endeavor, but is not required, to provide notice to DSLi prior to taking such action and shall have no liability to DSLi for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and DSLi fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to DSLi or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, DSLi shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.11 Personalty and its Removal. Facilities and equipment placed by DSLi in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by DSLi at any time. Any damage caused to the Collocation Space by DSLi's employees, agents or representatives during the removal of such property shall be promptly repaired by DSLi at its expense.
- 5.12 Alterations. In no case shall DSLi or any person acting on behalf of DSLi make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by DSLi. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee.
- 5.13 Janitorial Service. DSLi shall be responsible for the general upkeep of the Collocation Space. DSLi shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to DSLi that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.
- 6.2 Initial Application. For DSLi or DSLi's Guest(s) initial equipment placement, DSLi shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply.
- 6.3 Subsequent Application. In the event DSLi or DSLi's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, DSLi shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by DSLi in the Application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Subsequent Application Fee. The application fee paid by DSLi for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. If the modification requires capital expenditure assessment, a full Application Fee shall apply. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.
- 6.4 Space Preferences. If DSLi has previously requested and received a Space Availability Report for the Premises, DSLi may submit up to three (3) space preferences on their application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that BellSouth can not accommodate the DSLi's preference(s), DSLi may elect to accept the space allocated by BellSouth or may cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply.

6.5 Space Availability Notification.

6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify DSLi of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by DSLi, or differently configured, DSLi must resubmit its Application to reflect the actual space available.

6.5.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by DSLi or differently configured, DSLi must amend its Application to reflect the actual space available prior to submitting Bona Fide Firm Order.

6.5.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify DSLi of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by DSLi or differently configured, DSLi must resubmit its Application to reflect the actual space available. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide.

6.6 Denial of Application. If BellSouth notifies DSLi that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying DSLi that BellSouth has no available space in the requested Premises, BellSouth will allow DSLi, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.

6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates

- have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit DSLi to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.8.2 When space becomes available, DSLi must submit an updated, complete, and correct Application to BellSouth within 30 calendar days of such notification. If DSLi has originally requested caged collocation space and cageless collocation space becomes available, DSLi may refuse such space and notify BellSouth in writing within that time that DSLi wants to maintain its place on the waiting list without accepting such space. DSLi may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If DSLi does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove DSLi from the waiting list. Upon request, BellSouth will advise DSLi as to its position on the list.
- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of the date BellSouth becomes aware that there is insufficient space to accommodate physical collocation. 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.

6.10 Application Response.

- 6.10.1 In Alabama and North Carolina, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10.2 In South Carolina, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications one (1) to five (5); within thirty-six (36) calendar days for Bona Fide Applications six (6) to ten (10); within forty-two (42) calendar days for Bona Fide Applications eleven (11) to fifteen (15). Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.10.3 In Tennessee, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10.4 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response (“Application Response”) including sufficient information to enable DSLi to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When DSLi submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.
- 6.10.5 In Georgia, Kentucky and Mississippi, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response (“Application Response”) within twenty (20) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

- 6.10.6 In Louisiana, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days for one (1) to ten (10) Applications; thirty-five (35) calendar days for eleven (11) to twenty (20) Applications; and for requests of more than twenty (20) Application it is increased by five (5) calendar days for every five (5) Applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.11 Application Modifications.
- 6.11.1 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of DSLi or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application with respect to response and provisioning intervals and BellSouth may charge DSLi an application fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. Major changes such as requesting additional space or adding equipment may require DSLi to submit the Application with an Application Fee.
- 6.12 Bona Fide Firm Order.
- 6.12.1 In Alabama, North Carolina, and Tennessee, DSLi shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document (“Firm Order”) to BellSouth. A Firm Order shall be considered Bona Fide when DSLi has completed the Application/Inquiry process described in Section 6, preceeding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth’s Application Response to DSLi’s Bona Fide Application.
- 6.12.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. DSLi shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth’s Application Response to DSLi’s Bona Fide Application or the Application will expire.

- 6.12.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of DSLi's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals

- 7.1.1 In Alabama (Caged Only) and North Carolina, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event DSLi submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event DSLi submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event DSLi submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with DSLi at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.
- 7.1.1.1 To be considered a timely and accurate forecast, DSLi must submit to BellSouth the CLEC Forecast Form, as set forth in exhibit B attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.
- 7.1.2 In Alabama (Cageless), BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90)

- calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.3 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion (“Augmentation”), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and DSLi cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.
- 7.1.4 In Georgia, Kentucky and Mississippi, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days for caged and sixty (60) calendar days for cageless from receipt of a Bona Fide Firm Order for an initial request, and within sixty (60) calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not

- limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred twenty (120) calendar days for caged and ninety (90) calendar days for cageless from the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.6 In South Carolina, BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than ninety (90) calendar days from receipt of a bona fide firm order. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.7 In Tennessee, BellSouth will complete construction for collocation arrangements under Ordinary Conditions as follows: (i) for caged collocation arrangements, within a maximum of 90 calendar days from receipt of an Bona Fide Firm Order, or as agreed to by the Parties; (ii) for cageless collocation arrangements, within 30 calendar days from receipt of a Bona Fide Firm Order when there is conditioned space and DSLi installs the bays/racks. In no event shall the provisioning interval for cageless collocation exceed 90 calendar days from the receipt of a Bona Fide Firm Order, or as agreed to by the parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with DSLi or seek a waiver from this interval from the Commission. For the purpose of defining conditioned space as referenced in the TRA order setting intervals for cageless collocation in Tennessee, conditioned space is defined as follows: i) floor space must be available; ii) floor space must be equipped with adequate air conditioning to accommodate equipment listed on application; iii) Cable racking, any fiber duct, riser cable support structure and power cable support structure must be in place to support equipment listed on the application; and iv) power plant capacity at BDFB or main power board must be available. If LGX or DGX equipment is requested on the application and adequate existing capacity is not available then conditioned is considered unavailable. If BellSouth is required by the application to place power cabling, conditioned space is considered unavailable.
- 7.2 Joint Planning. Joint planning between BellSouth and DSLi will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and

affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to DSLi during joint planning.

- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walk Through. DSLi will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying DSLi that the collocation space is ready for occupancy. In the event that DSLi fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by DSLi. BellSouth will correct any deviations to DSLi's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 7.5 Use of BellSouth Certified Supplier. DSLi shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. DSLi and DSLi's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, DSLi must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide DSLi with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing DSLi's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and DSLi upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill DSLi directly for all work performed for DSLi pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying DSLi or any supplier proposed by DSLi. All work performed by or for DSLi shall conform to generally accepted industry guidelines and standards.
- 7.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. DSLi shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service DSLi's Collocation Space. Upon request, BellSouth will provide DSLi with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by DSLi. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.7 Virtual to Physical Collocation Relocation. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and physical collocation space has subsequently become available, DSLi may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration

of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by DSLi, such information will be provided to DSLi in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to DSLi within 180 calendar days of BellSouth's written denial of DSLi's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) DSLi was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then DSLi may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. DSLi must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

- 7.8 Virtual to Physical Conversion (In Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. The application fee for the conversion from virtual to in-place, physical collocation is as set forth in Exhibit C. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days.
- 7.8.1 In Florida, for Virtual to Physical conversions in place that require no physical changes, the only applicable charges shall cover the administrative billing and engineering records updates.
- 7.8.2 In Tennessee, BellSouth will complete Virtual to Physical conversions in place within thirty (30) calendar days.
- 7.9 Cancellation. If, at anytime prior to space acceptance, DSLi cancels its order for the Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if DSLi cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill DSLi for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.10 Licenses. DSLi, 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.

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

8. Rates and Charges

- 8.1 BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of said Application Fee will be due as dictated by DSLi's current billing cycle and is non-refundable.

- 8.1.1 In Tennessee the applicable Application Fee is the Planning Fee for both Applications and Subsequent Applications placed by DSLi.

8.2 Space Preparation

- 8.2.1 Recurring Charges. The recurring charges for space preparation begin on the date DSLi executes the written document accepting the collocation space pursuant to section 4 or on the date DSLi first occupies collocation space, whichever is first. If DSLi fails to schedule and complete an acceptance walk through within fifteen (15) days after BellSouth releases the space for occupancy, BellSouth shall begin billing DSLi for recurring charges as of the sixteenth day after BellSouth releases the collocation space.

- 8.2.2 Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. DSLi shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event DSLi opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to DSLi as prescribed in this Section 8.

- 8.2.3 Space Preparation Fee (Florida). Space preparation fees include a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. DSLi shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event DSLi opts for cageless space,

space preparation fees will be assessed based on the total floor space dedicated to DSLi as prescribed in this Section 8.

- 8.2.4 Space Preparation Fee (Georgia). In Georgia, the Space Preparation Fee is a one time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7016 U. In the event DSLi opts for non enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to DSLi as prescribed in Section 8 and will be billed based upon DSLi's first billing cycle after Firm Order.
- 8.2.5 Space Preparation Fee (North Carolina). In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal -48V DC ampere requirements specified by DSLi on the Bona Fide Application. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event DSLi opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to DSLi as described in this Section 8.
- 8.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.
- 8.4 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, DSLi shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, DSLi 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 DSLi's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, DSLi shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.4.1 The recurring charges for floor space begin on the date DSLi executes the written document accepting the collocation space pursuant to section 4 or on the date DSLi first occupies collocation space, whichever is first. If DSLi fails to schedule and complete an acceptance walk through within fifteen (15) days after BellSouth releases

the space for occupancy, BellSouth shall begin billing DSLi for recurring charges as of the sixteenth day after BellSouth releases the collocation space.

- 8.5 Power. BellSouth shall make available -48 Volt (-48V) DC power for DSLi's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at DSLi's option within the Premises.
- 8.5.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to DSLi's equipment or space enclosure. Recurring power charges begin on the Space Ready Date, or on the date DSLi first occupies the Collocation Space, whichever is sooner. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by DSLi's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by DSLi's BellSouth Certified power Supplier. DSLi is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to DSLi's equipment. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by DSLi must provide BellSouth a copy of the engineering power specification prior to the day on which DSLi's equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and DSLi's arrangement area. DSLi shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within DSLi's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. DSLi shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.
- 8.5.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, DSLi has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of DSLi's dedicated power plant results in construction of a new power plant room, upon termination of DSLi's right to occupy collocation space at such site, DSLi shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.
- 8.5.3 If DSLi elects to install its own DC Power Plant, BellSouth shall provide AC power to feed DSLi's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by DSLi's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power

- cables for Adjacent Collocation. DSLi's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit C. AC power voltage and phase ratings shall be determined on a per location basis. At DSLi's option, DSLi may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.5.4 In Tennessee, Recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to DSLi's equipment or space enclosure. DSLi shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within DSLi's arrangement and terminations of cable within the collocation space.
- 8.5.5 In Tennessee, Non recurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and DSLi's arrangement area.
- 8.5.6 In Louisiana, DSLi has the option to purchase power directly from an electric utility company. Under such an option, DSLi is responsible for contracting with the electric utility company for their own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a certified vendor hired by DSLi. DSLi must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. Any floor space, cable racking, etc utilized by DSLi in provisioning said power will be billed on an ICB basis.
- 8.6 Security Escort. A security escort will be required whenever DSLi or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit C beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and DSLi shall pay for such half-hour charges in the event DSLi fails to show up.
- 8.7 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.
- 8.8 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) calendar days after receipt of the bill (payment due date). DSLi will pay a late payment charge of the lessor of

one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date.

9. Insurance

- 9.1 DSLi shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 DSLi shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 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.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of DSLi's real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 DSLi may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to DSLi to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by DSLi shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all DSLi's property has been removed from BellSouth's Premises, whichever period is longer. If DSLi fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from DSLi.
- 9.5 DSLi shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction

and equipment installation delays. DSLi shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from DSLi's insurance company. DSLi shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

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

- 9.6 DSLi must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If DSLi's net worth exceeds five hundred million dollars (\$500,000,000), DSLi may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. DSLi shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to DSLi in the event that self-insurance status is not granted to DSLi. If BellSouth approves DSLi for self-insurance, DSLi shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of DSLi's corporate officers. The ability to self-insure shall continue so long as the DSLi meets all of the requirements of this Section. If the DSLi subsequently no longer satisfies this Section, DSLi is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to DSLi to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or DSLi), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided

by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct an inspection of DSLi's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between DSLi's equipment and equipment of BellSouth. BellSouth may conduct an inspection if DSLi adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide DSLi 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.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, DSLi will be required, at its own expense, to conduct a statewide investigation of criminal history records for each DSLi employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the DSLi 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. DSLi shall not be required to perform this investigation if an affiliated company of DSLi has performed an investigation of the DSLi employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if DSLi has performed a pre-employment statewide investigation of criminal history records of the DSLi employee for the states/counties where the DSLi employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 DSLi will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 DSLi shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo, and the DSLi's name. BellSouth reserves the right to remove from its premises any employee of DSLi not possessing identification issued by DSLi or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. DSLi shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. DSLi shall be solely responsible for ensuring that any Guest of DSLi is in compliance with all subsections of this Section 12.

- 12.4 DSLi shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. DSLi shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any DSLi personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that DSLi chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, DSLi may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 DSLi shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 DSLi shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each DSLi employee or agent hired by DSLi within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Agreement, DSLi shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, DSLi will disclose the nature of the convictions to BellSouth at that time. In the alternative, DSLi may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other DSLi employees requiring access to a BellSouth Premises pursuant to this Attachment, DSLi shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, DSLi shall promptly remove from BellSouth's Premises any employee of DSLi BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of DSLi is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

- 12.7 Notification to BellSouth. BellSouth reserves the right to interview DSLi's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to DSLi's Security contact of such interview. DSLi and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving DSLi's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill DSLi for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that DSLi's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill DSLi for BellSouth property which is stolen or damaged where an investigation determines the culpability of DSLi's employees, agents, or contractors and where DSLi agrees, in good faith, with the results of such investigation. DSLi shall notify BellSouth in writing immediately in the event that DSLi discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. DSLi shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.
- 13. Destruction of Collocation Space**
- 13.1 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 DSLi's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the

terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for DSLi'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 DSLi, 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. DSLi may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Supplier. If DSLi's acceleration of the project increases the cost of the project, then those additional charges will be incurred by DSLi. Where allowed and where practical, DSLi may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, DSLi shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for DSLi's permitted use, until such Collocation Space is fully repaired and restored and DSLi's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where DSLi has placed an Adjacent Arrangement pursuant to Section 3, DSLi shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the 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 DSLi shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

15. Nonexclusivity

- 15.1 DSLi 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

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 DSLi agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (“Applicable Laws”). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and DSLi 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. DSLi should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for DSLi 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. DSLi 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 DSLi when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the DSLi space with proper notification. BellSouth reserves the right to stop any DSLi 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 DSLi are owned by DSLi. DSLi 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 DSLi or different hazardous materials used by DSLi at BellSouth Facility. DSLi must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by DSLi to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and DSLi 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 DSLi will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, DSLi 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 DSLi 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**
- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, DSLi 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. DSLi further agrees to cooperate with BellSouth to ensure that DSLi'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 DSLi, its employees, agents and/or subcontractors.
- 2.2 The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 1700 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)

Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<p>P&SM Manager - Procurement</p> <p>Fact Sheet Series 17000</p> <p>GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)</p>
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<p>Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996</p> <p>Std T&C 660-3</p> <p>Approved Environmental Vendor List (Contact E/S Management)</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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

THREE MONTH CLEC FORECAST

CLEC NAME _____

DATE _____

STATE	Central Office/City	CAG ED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATI ONS	CLEC Provided BDFB-- Amps Load	BST Provided BDFB--- Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Applicatio n Date	NOTES
			Standard Bays*	Non- Standard Bays**							
*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 25". The standard height for all collocated equipment bays in BellSouth is 7' 0". ** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.											

Notes: Forecast information will be used for no other purpose than collocation planning.

Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation of space in the office requested.

**COLLOCATION
Alabama**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Nonrecurring							
								Nonrecurring		Disconnect							
							Rec	First	Add'l	First	Add'l						
										SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,760.00	3,760.00								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,134.00	3,134.00								
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,211.00	1,211.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.24										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	3.01										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	102.16										
		Physical Collocation - Cable Installation			CLO	PE1BD		1,751.00	1,751.00								
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	3.68										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	19.67										
		Physical Collocation - Power per Fused Amp	I		CLO	PE1PL	9.00										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.63										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.26										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.89										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.99										
					UEANL, UEA,UD N,UDC, UAL,UH L,UCL,U EQ												
		Physical Collocation - 2-Wire Cross-Connects				PE1P2	0.031	33.68	31.79								
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	PE1LS	0.031	33.68	31.79								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.28	30.76	29.40								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade - Res			UEPRX	PE1R2	0.28	30.76	29.40								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.28	30.76	29.40								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.28	30.76	29.40								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.28	30.76	29.40								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.28	30.76	29.40								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.28	30.76	29.40								
		Physical Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire			UEPDD	PE1R4	0.56	31.01	29.58								
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.56	31.01	29.58								
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	0.062	33.63	31.67								
		Physical Collocation - DS1 Cross-Connects			CLO	PE1P1	1.28	52.93	39.87								
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	16.27	51.99	38.59								
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	3.23	52.00	38.60								
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	5.73	64.54	51.14								

Attachment 4
Exhibit D

Version 3Q01: 10/18/01

Attachment 4
Exhibit D

Version 3Q01: 10/18/01

**COLLOCATION
Florida**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)							
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
										Nonrecurring									
								Nonrecurring		Disconnect									
							Rec	First	Add'l	First	Add'l							SOMECS	SOMAN
PHYSICAL COLLOCATION																			
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,791.00	3,791.00										
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,160.00	3,160.00										
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,211.00	1,211.00										
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.58												
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	2.96												
		Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	100.66												
		Physical Collocation - Cable Installation			CLO	PE1BD		1,826.00	1,826.00										
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	6.57												
		Physical Collocation - Cable Support Structure			CLO	PE1PM	21.66												
		Physical Collocation - Power per Fused Amp			CLO	PE1PL	8.86												
		Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	5.62												
		Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	11.26												
		Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	16.88												
		Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	38.98												
					UEANL, UEA, UDN, UDC, UAL, UHL, UCL, UEQ														
		Physical Collocation - 2-Wire Cross-Connects				PE1P2	0.074	34.53	32.51										
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	PE1LS	0.074	34.53	32.51										
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.074	34.53	32.51										
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade - Res			UEPRX	PE1R2	0.074	34.53	32.51										
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.074	34.53	32.51										
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.074	34.53	32.51										
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.074	34.53	32.51										
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.074	34.53	32.51										
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.074	34.53	32.51										
		Physical Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire			UEPDD	PE1R4	0.148	34.54	32.53										
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.148	34.54	32.53										
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	0.148	34.54	32.53										
		Physical Collocation - DS1 Cross-Connects			CLO	PE1P1	1.29	54.15	40.94										
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	17.48	53.28	39.65										
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	2.96	53.28	39.66										
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	5.66	66.08	52.47										

**COLLOCATION
Florida**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Nonrecurring							
								Nonrecurring		Disconnect							
							Rec	First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	205.93										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	20.20										
		Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AX	0.0113										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.06	56.03	56.03								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card			CLO	PE1AA		15.71	15.71								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.93	45.93								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.41	26.41								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.41	26.41								
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		2,168.00	2,168.00								
		Collocation Cable Records - per request *			CLO	PE1CR		1,709.00	1,166.00								
		Collocation Cable Records - VG/DS0 Cable, per cable record *			CLO	PR1CD		923.86	923.86								
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair *			CLO	PE1CO		18.03	18.03								
		Collocation Cable Records - DS1, per T1TIE *			CLO	PE1C1		8.44	8.44								
		Collocation Cable Records - DS3, per T3TIE *			CLO	PE1C3		29.54	29.54								
		Collocation Cable Records - Fiber Cable, per cable record *			CLO	PE1CB		279.05	279.05								
		Physical Collocation - Security Escort - Basic, Per Quarter Hour			CLO	PE1BQ		10.89									
		Physical Collocation - Security Escort - Overtime, Per Quarter Hour			CLO	PE1OQ		13.64									
		Physical Collocation - Security Escort - Premium, Per Quarter Hour			CLO	PE1PQ		16.40									
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0028										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0041										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			CLO			535.54									
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			CLO			535.54									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA	0.182										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC	6.70										
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2	0.074	34.53	32.51								
					UEA,UH L,UDL, UCL,CL O												
		Adjacent Collocation - 4-Wire Cross-Connects			USL,CL O	PE1P4	0.148	34.54	32.53								
		Adjacent Collocation - DS1 Cross-Connects			O	PE1P1	1.29	54.15	40.94								
		Adjacent Collocation - DS3 Cross-Connects			CLO	PE1P3	17.48	53.28	39.65								
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	2.96	53.28	39.66								
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	5.66	66.08	52.47								
		Adjacent Collocation - Application Fee			CLO	PE1JB		2,677.00									

**COLLOCATION
Florida**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Nonrecurring							
								Nonrecurring		Disconnect							
							Rec	First	Add'l	First	Add'l						
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	5.62										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD	11.26										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE	16.88										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FG	38.98										
		PHYSICAL COLLOCATION IN THE REMOTE SITE															
		Physical Collocation in the Remote Site - Application Fee *			CLORS	PE1RA		874.14	874.14								
		Cabinet Space in the Remote Site per Bay/ Rack *			CLORS	PE1RB	232.50										
		Physical Collocation in the Remote Site - Security Access - Key *			CLORS	PE1RD		26.20	26.20								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLORS	PE1SR		231.45	231.45								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *			CLORS	PE1RE		75.13	75.13								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.51									
		PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT															
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
		* Interim rates which are subject to true-up.															
		NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															

**COLLOCATION
Georgia**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)					
											Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l					
PHYSICAL COLLOCATION																
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,755.00	3,755.00							
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,130.00	3,130.00							
		Physical Collocation - Space Preparation Fee Per Square Ft.			CLO	PE1BB		100.00	100.00							
		Physical Collocation - Cable Installation			CLO	PE1BD		1,693.00	1,693.00							
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	4.47									
		Physical Collocation - Floor Space - Zone B per Sq. Ft.			CLO	PE1PK	4.47									
		Physical Collocation - Cable Support Structure			CLO	PE1PM	19.26									
		Physical Collocation - Power per Fused Amp			CLO	PE1PL	5.00									
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.52									
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.05									
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.58									
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.27									
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ	PE1P2	0.03	33.76	31.86							
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR,UEPSB	PE1LS	0.03	33.76	31.86							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.30	12.60	12.60							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade - Res			UEPRX	PE1R2	0.30	12.60	12.60							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.30	12.60	12.60							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.30	12.60	12.60							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.30	12.60	12.60							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.30	12.60	12.60							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.30	12.60	12.60							
		Physical Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire			UEPDD	PE1R4	0.50	12.60	12.60							
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.50	12.60	12.60							
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	0.061	33.77	31.80							
		Physical Collocation - DS1 Cross-Connects			CLO	PE1P1	1.13	53.05	39.99							
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	14.43	52.14	38.71							
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	2.86	52.14	38.72							
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	5.08	64.74	51.31							
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	187.36									
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	18.38									
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	40.00									
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	0.058	55.51	55.51							
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		15.56	15.56							

**COLLOCATION
Georgia**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Nonrecurring							
								Nonrecurring		Disconnect							
							Rec	First	Add'l	First	Add'l						
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card	I		CLO	PE1AR		45.50	45.50								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.16	26.16								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.16	26.16								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,148.00	2,148.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANLCLO	PE1PE	0.40										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	1.20										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	1.20										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	8.00										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	38.79										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	52.31										
		Collocation Cable Records - per request *			CLO	PE1CR		1,706.00	1,164.00								
		Collocation Cable Records - VG/DS0 Cable, per cable record *			CLO	PR1CD		922.38	922.38								
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair *			CLO	PE1CO		18.00	18.00								
		Collocation Cable Records - DS1, per T1TIE *			CLO	PE1C1		8.43	8.43								
		Collocation Cable Records - DS3, per T3TIE *			CLO	PE1C3		29.49	29.49								
		Collocation Cable Records - Fiber Cable, per cable record *			CLO	PE1CB		278.61	278.61								
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO	PE1BT		33.81	21.42								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO	PE1OT		44.03	27.67								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PE1PT		54.26	33.92								
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0023										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0034										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			CLO			553.43									
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			CLO			553.43									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA	0.119										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC	5.76										
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2	0.03	33.76	31.86								
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLO	PE1P4	0.061	33.77	31.80								
		Adjacent Collocation - DS1 Cross-Connects			USL,CLO	PE1P1	1.13	53.05	39.99								
		Adjacent Collocation - DS3 Cross-Connects			CLO	PE1P3	14.43	52.14	38.71								
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	2.86	52.14	38.72								
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	5.08	64.74	51.31								
		Adjacent Collocation - Application Fee			CLO	PE1JB		3,150.00									

**COLLOCATION
Georgia**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring			Nonrecurring							
							Rec	First	Add'l	First	Add'l						
										SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	5.52										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD	11.05										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE	16.58										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FG	38.27										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *			CLORS	PE1RA		931.61	931.61								
		Cabinet Space in the Remote Site per Bay/ Rack *			CLORS	PE1RB	224.82										
		Physical Collocation in the Remote Site - Security Access - Key *			CLORS	PE1RD		25.88	25.88								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLORS	PE1SR		229.02	229.02								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *			CLORS	PE1RE		74.22	74.22								
		Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		232.88									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
		* Interim rates which are subject to true-up.															
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																	

**COLLOCATION
Kentucky**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,761.00	3,761.00								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,135.00	3,135.00								
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,202.00	1,202.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.38										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	3.30										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	112.11										
		Physical Collocation - Cable Installation			CLO	PE1BD		1,755.00	1,755.00								
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	8.20										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	20.14										
		Physical Collocation - Power per Fused Amp			CLO	PE1PL	8.77										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.58										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.16										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.74										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.65										
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ	PE1P2	0.037	33.67	31.78								
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR,UEPSB	PE1LS	0.037	33.67	31.78								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.31	54.21	51.07								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade - Res			UEPRX	PE1R2	0.31	54.21	51.07								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.31	54.21	51.07								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.31	54.21	51.07								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.31	54.21	51.07								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.31	54.21	51.07								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.31	54.21	51.07								
		Physical Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire			UEPDD	PE1R4	0.62	54.23	50.96								
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.62	54.23	50.96								
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	0.075	33.66	31.70								
		Physical Collocation - DS1 Cross-Connects			CLO	PE1P1	1.51	52.97	39.90								
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	19.15	52.04	38.62								
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	3.80	52.04	38.63								
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	6.75	64.59	51.18								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	189.85										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	18.62										

**COLLOCATION
Kentucky**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Nonrecurring							
								Nonrecurring		Disconnect							
							Rec	First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	78.11										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.059	55.59	55.59								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card			CLO	PE1AA		15.59	15.59								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.58	45.58								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.20	26.20								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.20	26.20								
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		2,151.00	2,151.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,CLO	PE1PE	0.06										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	0.15										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	0.58										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	4.51										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	38.79										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	52.31										
		Collocation Cable Records - per request *			CLO	PE1CR		1,709.00	1,166.00								
		Collocation Cable Records - VG/DS0 Cable, per cable record *			CLO	PR1CD		923.83	923.83								
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair *			CLO	PE1CO		18.03	18.03								
		Collocation Cable Records - DS1, per T1TIE *			CLO	PE1C1		8.44	8.44								
		Collocation Cable Records - DS3, per T3TIE *			CLO	PE1C3		29.54	29.54								
		Collocation Cable Records - Fiber Cable, per cable record *			CLO	PE1CB		279.05	279.05								
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO	PE1BT		33.86	21.46								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO	PE1OT		44.10	27.72								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PE1PT		54.35	33.97								
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.003										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0045										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			CLO			535.55									
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			CLO			535.55									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA	0.018										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC	6.01										
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2	0.037	33.67	31.78								
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLO	PE1P4	0.075	33.66	31.70								

Attachment 4
Exhibit D

Version 3Q01: 10/18/01

**COLLOCATION
Louisiana**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)					
											Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l					
PHYSICAL COLLOCATION																
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		1,837.24	1,837.24							
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		1,533.41	1,533.41							
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		583.33	583.33							
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.31									
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	2.70									
		Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	91.60									
		Physical Collocation - Cable Installation			CLO	PE1BD		841.54	841.54							
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	5.30									
		Physical Collocation - Cable Support Structure			CLO	PE1PM	18.31									
		Physical Collocation - Power per Fused Amp	I		CLO	PE1PL	8.32									
		Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	5.45									
		Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	10.92									
		Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	16.37									
		Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	37.80									
		Physical Collocation - 2-Wire Cross-Connects			UEANL, UEA, UDN, UDC, UAL, UHL, UCL, UEQ	PE1P2	0.0318	11.94	11.46							
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	PE1LS	0.036	33.61	31.76							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.26	23.04	22.11							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade - Res			UEPRX	PE1R2	0.26	23.04	22.11							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.26	23.04	22.11							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.26	23.04	22.11							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.26	23.04	22.11							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.26	23.04	22.11							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.26	23.04	22.11							
		Physical Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire			UEPDD	PE1R4	0.52	23.23	22.24							
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.52	23.23	22.24							
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	0.0636	12.04	11.53							
		Physical Collocation - DS1 Cross-Connects			CLO	PE1P1	1.04	21.39	15.47							
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	13.21	20.28	14.76							
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	2.62	20.28	14.76							
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	4.65	24.81	19.29							
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	184.50									
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	18.10									

**COLLOCATION
Louisiana**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Nonrecurring							
								Nonrecurring		Disconnect							
							Rec	First	Add'l	First	Add'l						
										SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
		Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AX	0.0224										
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	60.60										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.0579	27.50									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card			CLO	PE1AA		7.74	7.74								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.64	22.64								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.01	13.01								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.01	13.01								
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		1,044.07	1,044.07								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,CLO	PE1PE	0.079										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	0.158										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	1.12										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	9.95										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	33.96										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	45.80										
		Collocation Cable Records - per request *			CLO	PE1CR	10.97										
		Collocation Cable Records - VG/DS0 Cable, per cable record *			CLO	PR1CD	5.29										
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair *			CLO	PE1CO	0.08										
		Collocation Cable Records - DS1, per T1TIE *			CLO	PE1C1	0.04										
		Collocation Cable Records - DS3, per T3TIE *			CLO	PE1C3	0.13										
		Collocation Cable Records - Fiber Cable, per cable record *			CLO	PE1CB	1.37										
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO	PE1BT		16.44	10.42								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO	PE1OT		21.41	13.45								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PE1PT		26.38	16.49								
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0024										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0036										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			CLO			534.79									
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			CLO			534.79									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA	0.0552										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC	5.61										
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2	0.0245	11.94	11.46								

**COLLOCATION
Louisiana**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)						
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
											Nonrecurring							
								Nonrecurring			Disconnect							
							Rec	First	Add'l	First	Add'l							SOMECD
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLO	PE1P4	0.0491	12.04	11.53									
		Adjacent Collocation - DS1 Cross-Connects			USL,CLO	PE1P1	0.9605	21.39	15.47									
		Adjacent Collocation - DS3 Cross-Connects			CLO	PE1P3	13.01	20.28	14.76									
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	2.20	20.28	14.76									
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	4.21	24.81	19.29									
		Adjacent Collocation - Application Fee			CLO	PE1JB		1,543.20										
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	5.45											
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD	10.92											
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE	16.37											
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FG	37.80											
PHYSICAL COLLOCATION IN THE REMOTE SITE																		
		Physical Collocation in the Remote Site - Application Fee *			CLORS	PE1RA		298.80	298.80									
		Cabinet Space in the Remote Site per Bay/ Rack *			CLORS	PE1RB	225.39											
		Physical Collocation in the Remote Site - Security Access - Key *			CLORS	PE1RD		13.01	13.01									
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLORS	PE1SR		112.52	112.52									
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *			CLORS	PE1RE		36.47	36.47									
		Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		233.21										
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																		
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27											
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134											
		* Interim rates which are subject to true-up.																
		NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																

**COLLOCATION
Mississippi**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)					
											Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l					
PHYSICAL COLLOCATION																
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,755.00	3,755.00							
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,130.00	3,130.00							
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,200.00	1,200.00							
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.61									
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	2.88									
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	97.85									
		Physical Collocation - Cable Installation			CLO	PE1BD		1,871.00	1,871.00							
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	6.53									
		Physical Collocation - Cable Support Structure			CLO	PE1PM	19.90									
		Physical Collocation - Power per Fused Amp	I		CLO	PE1PL	8.96									
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.61									
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.23									
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.84									
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.89									
					UEANL, UEA, UDN, UDC, UAL, UHL, UCL, UEQ											
		Physical Collocation - 2-Wire Cross-Connects				PE1P2	0.038	33.65	31.77							
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	PE1LS	0.038	33.65	31.77							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.3966	30.93	29.59							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade - Res			UEPRX	PE1R2	0.3996	30.93	29.59							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.3996	30.93	29.59							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.3996	30.93	29.59							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.3996	30.93	29.59							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.3996	30.93	29.59							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.3996	30.93	29.59							
		Physical Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire			UEPDD	PE1R4	0.7992	31.17	29.77							
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.7992	31.17	29.77							
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	0.076	33.46	31.52							
		Physical Collocation - DS1 Cross-Connects			CLO	PE1P1	1.30	52.73	39.70							
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	16.55	51.78	38.43							
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	3.28	51.78	38.43							
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	5.83	64.27	50.91							
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	208.30									
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	20.43									

**COLLOCATION
Mississippi**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Nonrecurring							
								Nonrecurring		Disconnect							
							Rec	First	Add'l	First	Add'l						
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	85.54										
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	0.061	55.50	55.50								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		15.56	15.56								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.50	45.50								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.16	26.16								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.16	26.16								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,147.00	2,147.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,CLO	PE1PE	0.1195										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	0.2389										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	0.9862										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	5.81										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	38.79										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	52.31										
		Collocation Cable Records - per request *			CLO	PE1CR		1,706.00	1,164.00								
		Collocation Cable Records - VG/DS0 Cable, per cable record *			CLO	PR1CD		922.28	922.28								
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair *			CLO	PE1CO		18.00	18.00								
		Collocation Cable Records - DS1, per T1TIE *			CLO	PE1C1		8.42	8.42								
		Collocation Cable Records - DS3, per T3TIE *			CLO	PE1C3		29.49	29.49								
		Collocation Cable Records - Fiber Cable, per cable record *			CLO	PE1CB		278.58	278.58								
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO	PE1BT		33.80	21.42								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO	PE1OT		44.03	27.67								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PE1PT		54.26	33.92								
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0025										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0037										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			CLO			534.65									
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			CLO			534.65									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA	0.08										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC	6.25										
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2	0.038	33.65	31.77								
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLO	PE1P4	0.076	33.46	31.52								

**COLLOCATION
Mississippi**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Nonrecurring							
								Nonrecurring		Disconnect							
							Rec	First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - DS1 Cross-Connects			USL_CLO	PE1P1	1.30	52.73	39.70								
		Adjacent Collocation - DS3 Cross-Connects			CLO	PE1P3	16.55	51.78	38.43								
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	3.28	51.78	38.43								
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	5.83	64.27	50.91								
		Adjacent Collocation - Application Fee			CLO	PE1JB		2,659.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	5.61										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD	11.23										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE	16.84										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FG	38.89										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *			CLORS	PE1RA		868.60	868.60								
		Cabinet Space in the Remote Site per Bay/ Rack *			CLORS	PE1RB	241.11										
		Physical Collocation in the Remote Site - Security Access - Key *			CLORS	PE1RD		26.16	26.16								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLORS	PE1SR		231.43	231.43								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *			CLORS	PE1RE		75.01	75.01								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.14									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
		* Interim rates which are subject to true-up.															
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																	

**COLLOCATION
North Carolina**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial	I		CLO	PE1BA		3,850.00	3,850.00								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,119.00	3,119.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	1.57										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	3.26										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	110.79										
		Space Preparation Fees - Power Per Nominal -48V Dc Amp	I		CLO	PE1FH	5.76										
		Physical Collocation - Cable Installation	I		CLO	PE1BD		2,305.00	2,305.00								
		Physical Collocation - Floor Space per Sq. Ft.	I		CLO	PE1PJ	3.45										
		Physical Collocation - Cable Support Structure	I		CLO	PE1PM	21.33										
		Physical Collocation - Power per Fused Amp	I		CLO	PE1PL	6.65										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.50										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.01										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.51										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.12										
					UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ												
		Physical Collocation - 2-Wire Cross-Connects	I			PE1P2	0.32	41.78	39.23								
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR,UEPSB	PE1LS	0.32	41.78	39.23								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.32	41.78	39.23								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade - Res			UEPRX	PE1R2	0.32	41.78	39.23								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.32	41.78	39.23								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.32	41.78	39.23								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.32	41.78	39.23								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.32	41.78	39.23								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.32	41.78	39.23								
		Physical Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire			UEPDD	PE1R4	0.64	41.91	39.25								
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.64	41.91	39.25								
		Physical Collocation - 4-Wire Cross-Connects	I		CLO	PE1P4	0.64	41.91	39.25								
		Physical Collocation - DS1 Cross-Connects	I		CLO	PE1P1	2.34	71.02	51.08								
		Physical Collocation - DS3 Cross-Connects	I		CLO	PE1P3	42.84	69.84	49.43								
		Physical Collocation - 2-Fiber Cross-Connect	I		CLO	PE1F2	2.94	51.97	38.59								
		Physical Collocation - 4-Fiber Cross-Connect	I		CLO	PE1F4	5.62	64.53	51.15								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	I		CLO	PE1BW	102.76										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	I		CLO	PE1CW	10.44										
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	41.03										

**COLLOCATION
North Carolina**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)					
											Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	0.062	55.30	55.30							
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		15.51	15.51							
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.34	45.34							
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.18	26.18							
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.18	26.18							
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,140.00	2,140.00							
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,CLO	PE1PE	0.10									
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	0.19									
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	0.79									
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	4.85									
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	45.30									
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	61.09									
		Collocation Cable Records - per request *			CLO	PE1CR		1,707.00	1,165.00							
		Collocation Cable Records - VG/DS0 Cable, per cable record *			CLO	PR1CD		923.08	923.08							
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair *			CLO	PE1CO		18.02	18.02							
		Collocation Cable Records - DS1, per T1TIE *			CLO	PE1C1		8.43	8.43							
		Collocation Cable Records - DS3, per T3TIE *			CLO	PE1C3		29.51	29.51							
		Collocation Cable Records - Fiber Cable, per cable record *			CLO	PE1CB		278.82	278.82							
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO	PE1BT		42.92	25.56							
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO	PE1OT		54.51	32.44							
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PE1PT		66.10	39.32							
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0028									
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0041									
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			CLO			532.72								
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			CLO			532.72								
ADJACENT COLLOCATION																
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA	0.179									
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC	5.96									
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2	0.32	41.78	39.23							
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLO	PE1P4	0.64	41.91	39.25							
		Adjacent Collocation - DS1 Cross-Connects			USL,CLO	PE1P1	2.34	71.02	51.08							
		Adjacent Collocation - DS3 Cross-Connects			CLO	PE1P3	42.84	69.84	49.43							
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	2.94	51.97	38.59							

**COLLOCATION
North Carolina**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring			Nonrecurring							
							Rec	First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	5.62	64.53	51.15								
		Adjacent Collocation - Application Fee			CLO	PE1JB		3,153.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	5.50										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD	11.01										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE	16.51										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FG	38.12										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *			CLORS	PE1RA		865.34	865.34								
		Cabinet Space in the Remote Site per Bay/ Rack *			CLORS	PE1RB	254.02										
		Physical Collocation in the Remote Site - Security Access - Key *			CLORS	PE1RD		26.06	26.06								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLORS	PE1SR		230.60	230.60								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *			CLORS	PE1RE		74.74	74.74								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		232.94									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
		* Interim rates which are subject to true-up.															
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																	

**COLLOCATION
South Carolina**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)						
												Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN	
									Nonrecurring									
							Rec	First	Add'l	First	Add'l							
PHYSICAL COLLOCATION																		
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,768.00	3,768.00									
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,141.00	3,141.00									
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,204.00	1,204.00									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.75											
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	3.24											
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	110.17											
		Physical Collocation - Cable Installation			CLO	PE1BD		1,621.00	1,621.00									
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	3.95											
		Physical Collocation - Cable Support Structure			CLO	PE1PM	21.33											
		Physical Collocation - Power per Fused Amp	I		CLO	PE1PL	9.19											
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.67											
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.36											
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	17.03											
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	39.33											
					UEAN,LU EA,UDN, UDC,UAL, UHL,UCL, UEQ	PE1P2	0.034	33.75	31.86									
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	PE1LS	0.034	33.75	31.86									
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.3648	41.50	38.94									
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade - Res			UEPRX	PE1R2	0.3648	41.50	38.94									
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.3648	41.50	38.94									
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.3648	41.50	38.94									
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.3648	41.50	38.94									
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.3648	41.50	38.94									
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.3648	41.50	38.94									
		Physical Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire			UEPDD	PE1R4	0.7297	41.56	38.90									
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.7297	41.56	38.90									
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	0.068	33.71	31.75									
		Physical Collocation - DS1 Cross-Connects			CLO	PE1P1	1.12	53.05	39.96									
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	14.21	52.11	38.68									
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	2.82	52.11	38.69									
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	5.01	64.69	51.26									
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	219.19											
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	21.50											
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	74.12											

**COLLOCATION
South Carolina**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	0.06	55.70	55.70								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		15.62	15.62								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.66	45.66								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.25	26.25								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.25	26.25								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,155.00	2,155.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,CLO	PE1PE	0.1091										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	0.2181										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	0.9004										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	5.64										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	37.36										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	50.38										
		Collocation Cable Records - per request *			CLO	PE1CR		1,712.00	1,168.00								
		Collocation Cable Records - VG/DS0 Cable, per cable record *			CLO	PR1CD		925.57	925.57								
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair *			CLO	PE1CO		18.06	18.06								
		Collocation Cable Records - DS1, per T1TIE *			CLO	PE1C1		8.45	8.45								
		Collocation Cable Records - DS3, per T3TIE *			CLO	PE1C3		29.59	29.59								
		Collocation Cable Records - Fiber Cable, per cable record *			CLO	PE1CB		279.57	279.57								
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO	PE1BT		33.92	21.50								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO	PE1OT		44.19	27.77								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PE1PT		54.45	34.04								
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0022										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0033										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			CLO			536.56									
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			CLO			536.56									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA	0.094										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC	6.40										
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2	0.034	33.75	31.86								
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLO	PE1P4	0.068	33.71	31.75								
		Adjacent Collocation - DS1 Cross-Connects			USL,CLO	PE1P1	1.12	53.05	39.96								
		Adjacent Collocation - DS3 Cross-Connects			CLO	PE1P3	14.21	52.11	38.68								
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	2.82	52.11	38.69								
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	5.01	64.69	51.26								

**COLLOCATION
South Carolina**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Nonrecurring							
								Nonrecurring		Disconnect							
							Rec	First	Add'l	First	Add'l						
		Adjacent Collocation - Application Fee			CLO	PE1JB		3,161.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	5.67										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD	11.36										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE	17.03										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FG	39.33										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *			CLORS	PE1RA		871.12	871.12								
		Cabinet Space in the Remote Site per Bay/ Rack *			CLORS	PE1RB	246.44										
		Physical Collocation in the Remote Site - Security Access - Key *			CLORS	PE1RD		26.25	26.25								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLORS	PE1SR		232.25	232.25								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *			CLORS	PE1RE		75.27	75.27								
		Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		234.50									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										

**COLLOCATION
Tennessee**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR SOME C	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN	
										Nonrecurring							
										Disconnect							
							Rec	First	Add'l	First	Add'l						
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,767.00	3,767.00								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,140.00	3,140.00								
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,204.00	1,204.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.74										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	2.95										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	100.14										
		Physical Collocation - Cable Installation			CLO	PE1BD		1,757.00	1,757.00								
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	6.75										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	19.80										
		Physical Collocation - Power per Fused Amp	I		CLO	PE1PL	8.87										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.60										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.22										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.82										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.84										
					UEAN,LU EA,UDN, UDC,UAL, UHL,UCL, UEQ	PE1P2	0.033	33.82	31.92								
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	PE1LS	0.033	33.82	31.92								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.30	19.20	19.20								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade - Res			UEPRX	PE1R2	0.30	19.20	19.20								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.30	19.20	19.20								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.30	19.20	19.20								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.30	19.20	19.20								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.30	19.20	19.20								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.30	19.20	19.20								
		Physical Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire			UEPDD	PE1R4	0.50	19.20	19.20								
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.50	19.20	19.20								
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	0.066	33.94	31.95								
		Physical Collocation - DS1 Cross-Connects			CLO	PE1P1	1.51	53.27	40.16								
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	19.26	52.37	38.89								
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	3.82	52.37	38.89								
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	6.79	65.03	51.55								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	218.53										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	21.44										
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	55.99										

**COLLOCATION
Tennessee**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)						
												Svc Order Submitted Elec per LSR SOME C	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN	
									Nonrecurring		Nonrecurring							
							Rec	First	Add'l	First	Add'l							Disconnect
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.059	55.67	55.67									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card			CLO	PE1AA		15.61	15.61									
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.64	45.64									
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.24	26.24									
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.24	26.24									
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,154.00	2,154.00									
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL CLO	PE1PE	0.40											
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	1.20											
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	1.20											
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	8.00											
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	38.79											
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	52.31											
		Collocation Cable Records - per request *			CLO	PE1CR		1,711.00	1,168.00									
		Collocation Cable Records - VG/DS0 Cable, per cable record *			CLO	PR1CD		925.06	925.06									
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair *			CLO	PE1CO		18.05	18.05									
		Collocation Cable Records - DS1, per T1TIE *			CLO	PE1C1		8.45	8.45									
		Collocation Cable Records - DS3, per T3TIE *			CLO	PE1C3		29.57	29.57									
		Collocation Cable Records - Fiber Cable, per cable record *			CLO	PE1CB		279.42	279.42									
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO	PE1BT		33.91	21.49									
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO	PE1OT		44.17	27.76									
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PE1PT		54.42	34.02									
		Physical Caged Collocation-App Cost(initial & sub)-Planning, per request			CLO	PEIAC	16.16	2,903.66	2,903.66									
		Physical Caged Collocation-Space Prep-Grounding, per location			CLO	PE1BB	4.32											
		Physical Caged Collocation-Space Prep-Power Delivery, per 40 amp Feed			CLO	PE1SN		142.40										
		Physical Caged Collocation-Space Prep-Power Delivery, per 100 amp Feed			CLO	PE1SO		185.72										
		Physical Caged Collocation-Space Prep-Power Delivery, per 200 amp Feed			CLO	PEISP		242.05										
		Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq. ft.			CLO	PE1S1	110.97											
		Physical Caged Collocation-Space Enclosure-Cage Preparation2, per add'l 50 sq. ft.			CLO	PE1S5	55.49											
		Physical Caged collocation-Cable Installation-Entrance Fiber Structure, interduct per ft.			CLO	PE1CP	0.0156											
		Physical Caged Collocation-Cable Installation-Entrance Fiber, per cable			CLO	PE1CQ		944.27										
		Physical Caged Collocation-Floor Space-Land & Buildings, per sq. ft.			CLO	PE1FS	4.14											

**COLLOCATION
Tennessee**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
							Rec	First	Add'l	Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										First	Add'l						
SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN											
		Physical Caged Collocation-Cable Support Structure-Cable Racking, per entrance cable			CLO	PE1CS	21.47										
		Physical Caged Collocation-Power-Power Construction, per amp DC plant□			CLO	PE1PN	3.55										
		Physical Caged Collocation-Power-Power Consumption,per amp AC usage			CLO	PE1PO	2.03										
		Physical Caged Collocation-2-wire Cross Connects-Voice Grade ckts, per ckt.			CLO	PE12C	0.0475	7.69									
		Physical Caged Collocation-4-wire Cross Connects-Voice Grade Ckts, per ckt.			CLO	PE14C	0.0475	7.69									
		Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per ckt.			CLO	PE11S	7.68	41.65									
		Physical Caged Collocation-DS1 Cross Connects-Connection to DSX, per ckt.			CLO	PE11X	0.38	41.65									
		Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per ckt.			CLO	PE13S	53.96	298.03									
		Physical Caged Collocation-DS3 Cross Connects-Connection to DSX, per ckt.			CLO	PE13X	9.32	298.03									
		Physical Caged Collocation-Security Access-Access Cards, per 5 Cards			CLO	PE1A2		76.10									
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.0031										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	0.0045										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			CLO			555.03									
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			CLO			555.03									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA	0.069										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC	6.06										
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2	0.033	33.82	31.92								
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLO	PE1P4	0.066	33.94	31.95								
		Adjacent Collocation - DS1 Cross-Connects			USL,CLO	PE1P1	1.51	53.27	40.16								
		Adjacent Collocation - DS3 Cross-Connects			CLO	PE1P3	19.26	52.37	38.89								
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	3.82	52.37	38.89								
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	6.79	65.03	51.55								
		Adjacent Collocation - Application Fee			CLO	PE1JB		3,160.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	5.60										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD	11.22										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE	16.82										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FG	38.84										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *			CLORS	PE1RA		872.95	872.95								
		Cabinet Space in the Remote Site per Bay/ Rack *			CLORS	PE1RB	219.37										
		Physical Collocation in the Remote Site - Security Access - Key *			CLORS	PE1RD		26.23	26.23								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLORS	PE1SR		232.12	232.12								

**COLLOCATION
Tennessee**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Nonrecurring							
								Nonrecurring		Disconnect							
							Rec	First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *			CLORS	PE1RE		75.23	75.23								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		234.15									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS		6.27									
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT		0.134									
		* Interim rates which are subject to true-up.															
		NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															

Remote Site Physical Collocation

BELLSOUTH**REMOTE SITE PHYSICAL COLLOCATION****1. Scope of Attachment**

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when DSLi is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location.
- 1.2 Right to occupy. BellSouth shall offer to DSLi Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Attachment, BellSouth hereby grants to DSLi a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by DSLi and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for collocation at BellSouth remote locations other than those specified above.
- 1.2.1 In all states other than Florida, the number of racks/bays specified by DSLi may contemplate a request for space sufficient to accommodate DSLi's growth within a two year period.
- 1.2.2 In the state of Florida, the number of racks/bays specified by DSLi may contemplate a request for space sufficient to accommodate DSLi's growth within an eighteen (18) month period.
- 1.2.3 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.3 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a third party or otherwise controlled by a third party, special considerations and intervals may apply in addition to the terms and conditions of this Agreement. Additionally, where BellSouth notifies DSLi that BellSouth's agreement with a third party does not grant BellSouth the ability to provide access and use rights to others, upon DSLi's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for DSLi. DSLi agrees to

- reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for DSLi. In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Agreement and BellSouth, despite its best efforts, is unable to secure such access and use rights for DSLi as above, DSLi shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with DSLi in obtaining such permission.
- 1.4 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any vacant space in the Remote Site Location. DSLi will be responsible for any justification of vacant space within its Remote Collocation Space, if such justification is required by the appropriate state commission.
- 1.5 Use of Space. DSLi shall use the Remote Collocation Space for the purposes of installing, maintaining and operating DSLi's equipment (to include testing and monitoring equipment) necessary, for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. The Remote Collocation Space may be used for no other purposes except as specifically described herein or as authorized in writing by BellSouth.
- 1.6 Rates and charges. DSLi agrees to pay the rates and charges identified in Exhibit D attached hereto.
- 1.7 Due Dates. In all states except Georgia, if any due date contained in this Attachment falls on a weekend or holiday, then the due date will be the next business day thereafter.
2. **Space Availability Report**
- 2.1 Reporting. Upon request from DSLi, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements.
- 2.1.1 The request from DSLi for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving central office. Such information regarding the CLLI code for the serving central offices located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If DSLi is unable to obtain the CLLI code,

from for example a site visit to the remote site, DSLi may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, DSLi should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. DSLi should complete all the requested information and submit the Request with the applicable fee to BellSouth.

- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. This interval excludes national holidays. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify DSLi and inform DSLi of the time frame under which it can respond. In Mississippi, the above intervals shall be in business days.

3. Collocation Options

- 3.1 Compliance. The parties agree to comply with all applicable federal, state, county, local and administrative laws, orders, rules, ordinances, regulations, and codes in the performance of their obligations hereunder.
- 3.2 Cageless. BellSouth shall allow DSLi to collocate DSLi's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow DSLi to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. For equipment requiring special technical considerations, DSLi must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to **Section 6**, following. Subject to space availability and technical feasibility, at DSLi's option, DSLi may enclose its equipment.
- 3.3 Shared (Subleased) Collocation. DSLi may allow other telecommunications carriers to share DSLi's Remote Collocation Space pursuant to terms and conditions agreed to by DSLi ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. DSLi shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, 10 business days) of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and

shall contain a certification by DSLi that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and DSLi.

- 3.3.1 DSLi shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide DSLi with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, DSLi shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Exhibit D. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.
- 3.3.2 DSLi 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 DSLi's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will provide approval for adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") where space within the Remote Site Location is legitimately exhausted, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by DSLi and in conformance with BellSouth's design and construction specifications. Further, DSLi shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Remote Site Adjacent Arrangement.
- 3.4.1 Should DSLi elect such an option, DSLi must arrange with a BellSouth Certified Contractor to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, DSLi and DSLi's BellSouth Certified Contractor must comply with local building code requirements. DSLi's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. DSLi's BellSouth Certified Contractor shall bill DSLi directly for all work performed for DSLi pursuant to this Attachment and BellSouth shall have no liability for nor responsibility

- to pay such charges imposed by the BellSouth Certified Contractor. DSLi must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access DSLi's locked enclosure prior to notifying DSLi.
- 3.4.2 BellSouth maintains the right to review DSLi's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s). BellSouth shall complete its review within fifteen (15) calendar days. BellSouth may inspect the Remote Site Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require DSLi, at DSLi's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Remote Site Adjacent Arrangement, within seven (7) calendar days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.
- 3.4.3 DSLi shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At DSLi's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. DSLi's BellSouth Certified Contractor shall be responsible, at DSLi's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.4.4 BellSouth shall allow Shared (Subleased) Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

4 Occupancy

- 4.1 Occupancy. BellSouth will notify DSLi in writing that the Remote Collocation Space is ready for occupancy. DSLi must notify BellSouth in writing that collocation equipment installation is complete. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice.
- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, DSLi may terminate occupancy in a particular Remote Site Location by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy.

- 4.2.1 Upon termination of occupancy, DSLi at its expense shall remove its equipment and other property from the Remote Collocation Space. DSLi shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of DSLi's Guests, unless DSLi's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date; provided, however, that DSLi shall continue payment of monthly fees to BellSouth until such date as DSLi, and if applicable DSLi's Guest, has fully vacated the Remote Collocation Space. Should DSLi or DSLi's Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of DSLi or DSLi's Guest at DSLi's expense and with no liability for damage or injury to DSLi or DSLi's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy with respect to a Remote Collocation Space, DSLi shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the DSLi except for ordinary wear and tear unless otherwise agreed to by the Parties. DSLi shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of a Remote Site Adjacent Arrangement at the termination of occupancy and restoring the grounds to their original condition.

5 Use of Remote Collocation Space

- 5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.
- 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on DSLi's failure to comply with these requirements.
- 5.1.2 DSLi shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.1.3 DSLi shall place a plaque or other identification affixed to DSLi's equipment to identify DSLi's equipment, including a list of emergency contacts with telephone numbers.

- 5.1.4 All DSLi equipment installation shall comply with BellSouth TR 73503-11, Section 8, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.
- 5.2 Entrance Facilities. DSLi may elect to place DSLi-owned or DSLi-leased entrance facilities into the Remote Collocation Space from DSLi's point of presence. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. DSLi will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. DSLi must contact BellSouth for instructions prior to placing the entrance facility cable. DSLi is responsible for maintenance of the entrance facilities.
- 5.2.1 Shared Use. DSLi may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to DSLi's collocation arrangement within the same BellSouth Remote Site Location.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between DSLi'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. DSLi or its agent must perform all required maintenance to DSLi equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following.
- 5.4 DSLi's Equipment and Facilities. DSLi, or if required by this Attachment, DSLi's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by DSLi.
- 5.5 BellSouth's Access to Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.
- 5.6 Access. Pursuant to Section 12, DSLi shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. DSLi agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of DSLi or DSLi's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by DSLi and returned to BellSouth Access

- Management within fifteen (15) calendar days of DSLi's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. DSLi agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of DSLi employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with DSLi or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.
- 5.6.1 DSLi must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date DSLi desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, DSLi may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event DSLi desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit DSLi to access the Collocation Space accompanied by a security escort at DSLi's expense. DSLi must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.7 Lost or Stolen Access Keys. DSLi shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations as a result of a lost Access Key(s) or for failure to return an Access Key(s), DSLi shall pay for all reasonable costs associated with the re-keying.
- 5.8 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Remote Collocation Space shall not significantly degrade, interfere with or impair service provided by BellSouth or by any other interconnector located in the Remote Site Location; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Remote Collocation Space, or the Remote Site Location; shall not compromise the privacy of any communications carried in, from, or through the Remote Site Location; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of DSLi violates the provisions of this paragraph, BellSouth shall give written notice to DSLi, which notice shall direct DSLi to cure the violation within forty-eight (48) hours of DSLi's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.8.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if DSLi fails to take curative action within 48 hours or if the violation is of a

- character which poses an immediate and substantial threat of damage to property, injury or death to any person, or other interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to DSLi's equipment. BellSouth will endeavor, but is not required, to provide notice to DSLi prior to taking such action and shall have no liability to DSLi for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.8.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and DSLi fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to DSLi or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, DSLi shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.9 Presence of Facilities. Facilities and equipment placed by DSLi in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain its status as personality and may be removed by DSLi at any time. Any damage caused to the Remote Collocation Space by DSLi's employees, agents or representatives shall be promptly repaired by DSLi at its expense.
- 5.10 Alterations. In no case shall DSLi or any person acting on behalf of DSLi make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by DSLi. Any material rearrangement, modification, improvement, addition, or other alteration shall require an Application Fee.
- 5.11 Upkeep of Remote Collocation Space. DSLi shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. DSLi shall be responsible for

removing any DSLi debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

6. Space Notification

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to DSLi and BellSouth that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof
- 6.2 Application for Space. DSLi shall submit a Remote Site Collocation Application when DSLi or DSLi's Guest(s), as defined in **Section 3**, desires to request or modify the use of the Remote Collocation Space.
- 6.3 Initial Application. For DSLi or DSLi's Guest(s) equipment placement, DSLi shall submit to BellSouth an Application. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information. Prior to submitting the application, CLLI information can be obtained in the manner set forth in Section 2. An Application Fee will apply.
- 6.4 Subsequent Application In the event DSLi or DSLi's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, DSLi shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by DSLi in the Application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.4.1 Subsequent Application Fee. The application fee paid by DSLi for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit D. If the modification requires capital expenditure assessment, a full Application Fee shall apply. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.

- 6.5 Availability of Space. Upon submission of an Application, BellSouth will permit DSLi to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site Collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify DSLi of the amount that is available.
- 6.5.1 Availability Notification. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days (In Mississippi, ten (10) business days) as to whether space is available or not available within a BellSouth Remote Site Location. With the exception of Georgia, this interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify DSLi of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by DSLi, DSLi must resubmit its Application to reflect the actual space available.
- 6.5.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by DSLi, DSLi must amend its Application to reflect the actual space available prior to submitting Bona Fide Firm Order.
- 6.5.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify DSLi of the amount of space that is available and no Application Fee will apply. When BellSouth's response includes an amount of space less than that requested by DSLi, DSLi must resubmit its Application to reflect the actual space available. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide.
- 6.6 Denial of Application. If BellSouth notifies DSLi that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying DSLi that

- BellSouth has no available space in the requested Remote Site Location, BellSouth will allow DSLi, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. With the exception of Georgia, this interval excludes national holidays. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application. In Mississippi the above intervals shall be in business days.
- 6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit DSLi to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.8.2 When space becomes available, DSLi must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) of such notification. DSLi may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If DSLi does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and

remove DSLi from the waiting list. Upon request, BellSouth will advise DSLi as to its position on the list.

- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days) of the Denial of Application date. This interval excludes national holidays. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.10 Application Response.
- 6.10.1 Application Response. In Alabama, Kentucky, North Carolina, and Tennessee, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10.2 Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.
- 6.10.2.1 When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.10.3 In Florida, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response (“Application Response”) including sufficient information to enable DSLi to place a Firm Order. When DSLi submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

- 6.10.4 In Georgia, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.
- 6.10.5 In Louisiana, BellSouth will respond with a full Application Response within thirty (30) calendar days for one (1) to ten (10) Applications; thirty (35) calendar days for eleven (11) to twenty (20) Applications; and for requests of more than twenty (20) Applications, it is increased by five (5) calendar days for every five Applications received within five (5) business days. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.
- 6.11 Application Modifications.
- 6.11.1 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of DSLi or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application with respect to response and provisioning intervals and BellSouth may charge DSLi an application fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit D. Major changes such as requesting additional space or adding equipment may require DSLi to submit the Application with an Application Fee.
- 6.12 Bona Fide Firm Order.
- 6.12.1 Bona Fide Firm Order. In Alabama, Kentucky, North Carolina, and Tennessee, DSLi shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document (“Firm Order”) to BellSouth. A Firm Order shall be considered Bona Fide when DSLi has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth’s Application Response to DSLi’s Bona Fide Application.

- 6.12.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. DSLi shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when DSLi has completed the Application/Inquiry process described in this **Section 6**, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to DSLi's Bona Fide Application or the Application will expire.
- 6.12.3 In Mississippi, DSLi shall indicate its intent to proceed with equipment installation in a BellSouth Remote Terminal Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when DSLi has completed the Application/Inquiry process described in Section 6, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) business days after BellSouth's Application Response to DSLi's Bona Fide Application or the Application will expire.
- 6.12.4 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of DSLi's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.
- 6.13 BellSouth will permit one accompanied site visit to DSLi's designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to DSLi.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

- 7.1.1 In Alabama (Caged Only), Kentucky, North Carolina and Tennessee, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which

equipment shipping intervals are extraordinary in length. In the event DSLi submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event DSLi submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event DSLi submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with DSLi at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.

- 7.1.1.1 To be considered a timely and accurate forecast, DSLi must submit to BellSouth the CLEC Forecast Form, as set forth in exhibit C attached hereto, containing the following information: Central Office/Serving Wire Center CLI, Remote Site CLI, number of bays, number of DS0, DS1, DS3 terminations, equipment power requirements (power drain) and planned application date.
- 7.1.2 In Alabama, BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.3 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and DSLi cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within

30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

- 7.1.4 In Georgia, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order and 90 calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 120 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.6 In Mississippi, excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to,

- extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.7 In South Carolina, BellSouth will complete the construction and provisioning activities for collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide DSLi with the estimated completion date in its Response.
- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walk Through. DSLi will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying DSLi that the collocation space is ready for occupancy. BellSouth will correct any deviations to DSLi's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 7.5 Use of BellSouth Certified Supplier. DSLi shall select a supplier that has been approved by BellSouth to perform all engineering and installation work required in the Remote Collocation Space per TR 73503 specifications ("Certified Supplier"). BellSouth shall provide DSLi with a list of Certified Suppliers upon request. The Certified Supplier(s) shall be responsible for installing DSLi's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and DSLi upon successful completion of installation. The Certified Supplier shall bill DSLi directly for all work performed for DSLi pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Supplier. BellSouth shall consider certifying DSLi or any supplier proposed by DSLi. All work performed by or for DSLi shall conform to generally accepted industry guidelines and standards.

- 7.6 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. DSLi shall be responsible for placement, monitoring and removal of alarms used to service DSLi's Remote Collocation Space and for ordering the necessary services therefor. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 7.7 Virtual Remote Site Collocation Relocation. BellSouth offers Virtual Collocation pursuant to the terms and conditions set forth in its F.C.C. Tariff No. 1 for Remote Site Collocation locations. The rates shall be the same as provided in this Exhibit D of this agreement. DSLi may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and that physical Remote Collocation Space has subsequently become available, DSLi may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate non-recurring fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by DSLi, such information will be provided to DSLi in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to DSLi within 180 calendar days of BellSouth's written denial of DSLi's request for physical collocation, and (ii) DSLi was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then DSLi may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. DSLi must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.
- 7.8 Cancellation. If, at anytime prior to space acceptance, DSLi cancels its order for the Remote Collocation Space(s), DSLi will reimburse BellSouth for the applicable non recurring rate for any and all work processes for which work has begun.
- 7.9 Licenses. DSLi, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.
- 7.10 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

8. **Rates and Charges**

- 8.1 **Application Fee.** BellSouth will assess an Application Fee on a service order which shall be issued at the time BellSouth responds that space is available. Payment of the Application Fee will be due as dictated by DSLi's current billing cycle and is non-refundable.
- 8.2 **Recurring Charges.** Recurring charges begin on the date that DSLi executes the written document accepting the Remote Collocation Space pursuant to Section 7, or on the date DSLi first occupies the Remote Collocation Space, whichever is sooner. If DSLi fails to schedule and complete a walkthrough pursuant to Section 7 within fifteen (15) days after BellSouth releases the space for occupancy, then BellSouth shall begin billing DSLi for recurring charges as of the sixteenth (16) day after BellSouth releases the Remote Collocation Space. Other charges shall be billed upon request for the services. All charges shall be due as dictated by DSLi's current billing cycle.
- 8.3 **Rack/Bay Space.** The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power DSLi's equipment. DSLi shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible
- 8.4 **Power.** BellSouth shall make available -48 Volt (-48V) DC power for DSLi's Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at DSLi's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for DSLi's equipment exceeds the capacity for the rack/bay, then such power requirements shall be assessed on a recurring per amp basis for the individual case.
- 8.4.1 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by DSLi's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. DSLi's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At DSLi's option, DSLi may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

- 8.5 Security Escort. A security escort will be required whenever DSLi or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed prior to completing BellSouth's Security Training requirements. The parties will negotiate appropriate security escort rates which will be assessed on a one half (1/2) hour increment basis.
- 8.6 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "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, DSLi shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to DSLi. 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.
- 8.7 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due as dictated by DSLi's current billing cycle. DSLi will pay a late payment charge of the lesser of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date..
- 9. Insurance**
- 9.1 Maintain Insurance. DSLi shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 Coverage. DSLi shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

- 9.2.2 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.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of DSLi's real and personal property situated on or within BellSouth's Remote Site Location.
- 9.2.4 DSLi may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 Limits. The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to DSLi to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by DSLi shall be deemed to be primary. All policies purchased by DSLi shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all DSLi's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If DSLi fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from DSLi.
- 9.5 Submit certificates of insurance. DSLi shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. DSLi shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from DSLi's insurance company. DSLi shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
675 W. Peachtree Street
Rm. 17H53
Atlanta, Georgia 30375
- 9.6 Conformance to recommendations made by BellSouth's fire insurance company. DSLi must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

- 9.7 Self-Insurance. If DSLi's net worth exceeds five hundred million dollars (\$500,000,000), DSLi may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and Section 9.2.3. DSLi shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to DSLi in the event that self-insurance status is not granted to DSLi. If BellSouth approves DSLi for self-insurance, DSLi shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of DSLi's corporate officers. The ability to self-insure shall continue so long as DSLi meets all of the requirements of this Section. If DSLi subsequently no longer satisfies this Section, DSLi is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.3.
- 9.8 Net worth requirements. The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to DSLi to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply. Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

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

11. Inspections

- 11.1 BellSouth may conduct inspection. BellSouth may conduct an inspection of DSLi's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between DSLi's equipment and equipment of BellSouth. BellSouth may conduct an inspection if DSLi adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth

shall provide DSLi 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.

12. Security and Safety Requirements

- 12.1 DSLi will be required, at its own expense, to conduct a statewide investigation of criminal history records for each DSLi employee being considered for work on the BellSouth Premises, for the states/counties where the DSLi 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. DSLi shall not be required to perform this investigation if an affiliated company of DSLi has performed an investigation of the DSLi employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if DSLi has performed a pre-employment statewide investigation of criminal history records of the DSLi employee for the states/counties where the DSLi employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 DSLi shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the DSLi name. BellSouth reserves the right to remove from its premises any employee of DSLi not possessing identification issued by DSLi or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. DSLi shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. DSLi shall be solely responsible for ensuring that any Guest of DSLi is in compliance with all subsections of this Section 12.
- 12.3 DSLi will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.4 DSLi shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. DSLi shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any DSLi personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that DSLi chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, DSLi may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

- 12.4.1 DSLi shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 DSLi shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each DSLi employee requiring access to a BellSouth Premises pursuant to this Attachment, DSLi shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, DSLi will disclose the nature of the convictions to BellSouth at that time. In the alternative, DSLi may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.6 At BellSouth's request, DSLi shall promptly remove from BellSouth's Premises any employee of DSLi BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of DSLi is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview DSLi's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to DSLi's Security contact of such interview. DSLi and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving DSLi's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill DSLi for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that DSLi's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill DSLi for BellSouth property which is stolen or damaged where an investigation determines the culpability of DSLi's employees, agents, or contractors and where DSLi agrees, in good faith, with the results of such investigation. DSLi shall notify BellSouth in writing immediately in the event that the DSLi discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and

- including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. DSLi shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs. In no event shall DSLi, its agents, vendors or employees access BellSouth or any other CLEC's end user telephone lines.
- 12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Remote Collocation Space

- 13.1 Remote Collocation Space is damaged. In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for DSLi's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for DSLi'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 DSLi, 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. DSLi may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If DSLi's acceleration of the project increases the cost of the project, then

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

14. Eminent Domain

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

15. Nonexclusivity

- 15.1 Attachment is not exclusive. DSLi 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.

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 DSLi agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and DSLi 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. DSLi should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for DSLi 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. DSLi 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 DSLi when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the DSLi space with proper notification. BellSouth reserves the right to stop any DSLi 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 DSLi are owned by DSLi. DSLi 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 DSLi or different hazardous materials used by DSLi at BellSouth Facility. DSLi must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by DSLi to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and DSLi 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 DSLi will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, DSLi 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 DSLi 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, DSLi 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. DSLi further agrees to cooperate with BellSouth to ensure that DSLi'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 DSLi, its employees, agents and/or subcontractors.

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

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&Ps</p> <p>Insurance</p>	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B • (Contact E/S for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
<p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p>	<p>Compliance with all application local, state, & federal laws and regulations</p> <p>Protection of BST employees and equipment</p>	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)

Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<ul style="list-style-type: none"> • P&SM Manager - Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

Interval Matrix

State	Type	Space Availability/Bona Fide Firm Order	Application Response/Price Quote	Construction and Provisioning	
				Ordinary	Extraordinary
Alabama ¹	Cageless	10 Calendar Days	23 Business Days	60 Cal	90 Cal
Florida	Cageless	15 Calendar Days	15 Calendar Days*	90 Cal	NA
Georgia	Cageless	10 Calendar Days	30 Calendar Days	60 Cal	90 Cal
Kentucky ¹	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus
Louisiana	Cageless	10 Calendar Days*	30 Calendar Days*	90 Cal	120 Cal
Mississippi	Cageless	10 Business Days	30 Business Days*	120 Cal	180Cal
North Carolina ¹	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus
South Carolina	Cageless	10 Calendar Days	30 Calendar Days*	90 Cal	NA Cal
Tennessee ¹	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus

* Extended intervals shall apply when multiple applications are submitted.

Note 1: The intervals were set by the FCC's Order in Docket No. 98-147 released February 20, 2001.

The construction and provisioning intervals, as listed for these states, will apply if a forecast is submitted three (3) months prior to the application date. Extended intervals shall apply if the forecast is not received three (3) months in advance.

THREE MONTH CLEC FORECAST

CLEC NAME _____

DATE _____

STATE	Central Office/City	CAGED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATIONS	CLEC Provided BDFB--Amps Load	BST Provided BDFB---Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application Date	NOTES
			Standard Bays*	Non- Standard Bays**							

*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 25". The standard height for all collocated equipment bays in BellSouth is 7' 0".

** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.

Notes: Forecast information will be used for no other purpose than collocation planning.
Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation of space in the office requested.

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
DSL INTERNET CORPORATION AND
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 13, 2001**

Pursuant to this Amendment to the Interconnection Agreement between DSL Internet Corporation and BellSouth Telecommunications, Inc. ("The Amendment"), DSL Internet Corporation ("DSLi") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 13, 2001 ("Interconnection Agreement").

WHEREAS, DSL Internet Corporation has changed the name of said business to DSL Internet Corporation d/b/a DSLi.

WHEREAS, the Parties desire that the Interconnection Agreement be amended to reflect the correct corporate entity name.

NOW THEREFORE, in consideration of the mutual promises and covenants 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 name of DSL Internet Corporation in the Interconnection Agreement is hereby deleted throughout the Interconnection Agreement and replaced with DSL Internet Corporation d/b/a DSLi ("DSLi").
2. All of the other provisions of the Interconnection Agreement, dated November 13, 2001, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission 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: Original Signed _____

Name: Patrick C. Finlen _____

Title: Managing Director _____

Date: 12/28/01 _____

DSL Internet Corporation

By: Original Signed _____

Name: Mario M. Bustamante _____

Title: Chief Executive Officer _____

Date: 12/28/01 _____

07/29/99

**AMENDMENT
TO THE
AGREEMENT BETWEEN
DSL INTERNET CORPORATION D/B/A DSLI
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 13, 2001**

Pursuant to this Amendment, (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and DSL Internet Corporation d/b/a DSLi ("DSLi"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated November 13, 2001. ("Agreement").

WHEREAS, BellSouth and DSLi entered into the Agreement on November 13, 2001, and;

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

1. Attachment 1, Resale, Section 6.7 is hereby deleted in its entirety and replaced with a new Section 6.7, as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. Attachment 7, Billing and Billing Accuracy Certification, Section 1.11, Deposit Policy, is hereby deleted in its entirety and replaced with a new Section 1.11, Deposit Policy, as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
3. All of the other provisions of the Agreement, dated November 13, 2001, shall remain in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives and shall be deemed effective thirty (30) calendar days following the date of the last signature of both parties.

BellSouth Telecommunications, Inc.

DSL Internet Corporation d/b/a DSLi

By: Original Signed

By: Original Signed

Name: C. W. Boltz

Name: Ruben Perez Sanchez

Title: Managing Director

Title: CFO

Date: 6/25/02

Date: 6/24/02

Attachment 1 – Resale

- 6.7 DSLi shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. In the event that DSLi defaults on its account, service to DSLi will be terminated, and any security deposits held will be applied to its account. Any such security deposit shall in no way release DSLi from its obligation to make complete and timely payments of its bill. DSLi shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in DSLi's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event DSLi fails to remit to BellSouth any deposit requested pursuant to this Section, service to DSLi may be terminated, and any security deposits will be applied to DSLi's account(s).

Attachment 7 - Billing and Billing Accuracy Certification

- 1.11 Deposit Policy. DSLi shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. Any such security deposit shall in no way release DSLi from its obligation to make complete and timely payments of its bill. DSLi shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in DSLi's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event DSLi fails to remit to BellSouth any deposit requested pursuant to this Section, service to DSLi may be terminated, and any security deposits will be applied to DSLi's account(s).

**AMENDMENT
TO THE
AGREEMENT BETWEEN
DSL INTERNET CORPORATION D/B/A DSLI
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 13, 2001**

Pursuant to this Amendment, (the "Amendment") DSL Internet Corporation d/b/a DSLi ("DSLi") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated November 13, 2001 ("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, DSLi and BellSouth hereby covenant and agree as follows:

1. The Parties agree to delete General Terms and Conditions, Section 24.3, in its entirety in the interconnection agreement dated November 13, 2001 and replace it with the following:

"Notwithstanding the foregoing, BellSouth may provide DSLi notice via Internet posting of price changes and changes to the terms and conditions of services available for resale per Commission Orders. BellSouth will also post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs."
2. All other provisions of the Interconnection Agreement, dated November 13, 2001, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the appropriate state Commissions for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.

4. 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.

DSL Internet Corporation d/b/a DSLi

By: Original Signed

By: Original Signed

Name: Elizabeth R. A. Shiroishi

Name: Jessica Pena

Title: Assistant Director – Interconnection Svcs.

Title: Director – Regulatory Affairs

Date: 9/30/02

Date: 9/10/02