## BELLSOUTH / CLEC Agreement

## Customer Name: DIECA Communications, Inc.

Covad Communications Company ..... 2
Table of Contents ..... 3
General Terms and Conditions ..... 4
Att 1 - Resale ..... 26
Att 1 - Resale Discounts and Rates ..... 62
Att 2 - UNEs ..... 64
Att 2 - UNE Rates ..... 153
Att 3 - Network Interconnection ..... 401
Att 3 - Local Interconnection Rates ..... 429
Att 4 - Collocation - Central Office ..... 447
Att 4 - Collocation - Remote Site ..... 490
Att 4 - Collocation Rates ..... 526
Att 5 - Interim Number Portability ..... 554
Att 5 - Interim Number Portability Rates ..... 561
Att 6 - Ordering ..... 570
Att 7 - Billing ..... 580
Att 7 - ODUF/ADUF/CMDS Rates ..... 600
Att 8 - Rights of Way ..... 609
Att 9 - Performance Measurements ..... 611
Att 10 - Agreement Implementation Template ..... 613
Att 11 - Disaster Recovery Plan ..... 623

# By and Between 

# BellSouth Telecommunications, Inc. 

> And

## DIECA Communications, Inc. d/b/a

## Covad Communications Company

## TABLE OF CONTENTS

## General Terms and Conditions

Part A

1. Purpose
2. Term of the Agreement
3. Ordering Procedures
4. Parity
5. White Pages Listings
6. Bona Fide Request/New Business Request Process for Further Unbundling
7. Court Ordered Requests for Call Detail Records and Other Subscriber Information
8. Liability and Indemnification
9. Intellectual Property Rights and Indemnification
10. Treatment of Proprietary and Confidential Information
11. Assignments
12. Resolution of Disputes
13. Taxes
14. Force Majeure
15. Year 2000 Compliance
16. Modification of Agreement
17. Waivers
18. Governing Law
19. Arm's Length Negotiations
20. Notices
21. Rule of Construction
22. Headings of No Force or Effect
23. Multiple Counterparts
24. Implementation of Agreement
25. Filing of Agreement
26. Entire Agreement

## Part B - Definitions

Attachment 1 - Resale
Attachment 2-Network Elements and Other Services
Attachment 3-Network Interconnection
Attachment 4-Physical Collocation
Attachment 5-Access to Numbers and Number Portability
Attachment 6-Ordering and Provisioning
Attachment 7 -Billing and Billing Accuracy Certification
Attachment 8 -Rights-of-Way, Conduits and Pole Attachments
Attachment 9-Performance Measurements
Attachment 10- Agreement Implementation Template
Attachment 11- BellSouth Disaster Recovery Plan

## AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and DIECA Communications, Inc. d/b/a Covad Communications Company ("Covad"), a Virginia corporation, and shall be deemed effective as of the date of the last signature of both Parties ("Effective Date"). This Agreement may refer to either BellSouth or Covad or both as a "Party" or "Parties."

## WITNESSETH

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

WHEREAS, Covad is or seeks to become a competitive local exchange carrier ("CLEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Covad wishes to purchase unbundled network elements and other services from BellSouth, resell BellSouth's telecommunications services, and/or the Parties wish to interconnect their facilities and exchange traffic pursuant to sections 251 and 252 of the Act.

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

## 1. Definitions

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

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

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

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communication Commission.

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

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

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

## 2. Purpose

This Agreement sets forth the terms and conditions under which Covad will obtain services and unbundled network elements from BellSouth to provide telecommunications services to Covad customers within the territory of BellSouth. BellSouth will provide Covad with the functionalities of unbundled network elements so that Covad can provide any telecommunications service that can be offered by means of the unbundled elements as described in Attachment 2.

### 2.1 Term of the Agreement

2.2 The term of this Agreement shall be three years, and shall apply to the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. This Agreement shall become effective on the date the last party executes the Agreement.
2.3 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement ("Subsequent Agreement"). If as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Section 2.4.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.4 below.
2.4 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.3 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. In the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective on the date the last party executes the Agreement. Until the Subsequent Agreement becomes effective, the Parties shall continue to exchange traffic and BellSouth shall continue to provide Covad unbundled network elements and services for resale pursuant to the terms and conditions of this Agreement, except as provided in 2.4.1 and 2.4.2.
2.4.1 In the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.4 above, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Covad pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to Covad pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the date of execution.
2.4.2 Notwithstanding Section 2.4 above, in the event that as of the date of expiration of this Agreement the Parties have not entered into a Subsequent Agreement and (1) no arbitration proceeding has been filed in accordance with Section 2.3 above, and (2) Covad either is not certified as a CLEC in any particular state to which this Agreement applies or has not ordered any services under this Agreement as of the date of expiration, then this Agreement shall not continue on a month to month basis but shall be deemed terminated as of the expiration date hereof.
2.4.3 The Parties may negotiate changes in section 2 as necessary.

## 3. OSS

Covad shall, where appropriate, pay charges for Operational Support Systems (OSS).

## 4. Parity

When Covad purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. For resale purposes, BellSouth will provide Covad with pre-ordering, ordering, maintenance, and trouble reporting, and daily usage data functionality that will enable Covad to provide equivalent levels of customer service to its customers and end users as BellSouth provides to its own customers and end users. When Covad purchases unbundled network elements from BellSouth, to the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Covad shall be at least equal in quality to that which BellSouth provides to itself, its affiliates or any other telecommunications carrier. The quality of the interconnection between the networks of BellSouth and the network of Covad shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by Covad.

## 5. White Pages Listings

5.1 BellSouth shall provide Covad and their customers access to white pages directory listings under the following terms:
5.2. Listings. Covad shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Covad residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between Covad and BellSouth subscribers.
5.2.1 Rates. So long as Covad provides subscriber listing information to BellSouth in accordance with Section 5.3 below, BellSouth shall provide to Covad one (1) primary White Pages listing per Covad subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.
5.3 Procedures for Submitting Covad Subscriber Information are found in BellSouth's Ordering Guide for manually processed listings and in the Local Exchange Ordering Guide for mechanically submitted listings.
5.3.1 Notwithstanding any provision(s) to the contrary, Covad shall provide to BellSouth, and BellSouth shall accept, Covad's Subscriber Listing Information
(SLI) relating to Covad's customers in the geographic area(s) covered by this Interconnection Agreement. Covad authorizes BellSouth to release all such Covad SLI provided to BellSouth by Covad to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CLEC SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.
5.3.2 No compensation shall be paid to Covad for BellSouth's receipt of Covad SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of Covad's SLI, or costs on an ongoing basis to administer the release of Covad SLI, Covad shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.
5.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by Covad under this Agreement. Covad shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Covad listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to Covad any complaints received by BellSouth relating to the accuracy or quality of Covad listings.
5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
5.4 Unlisted/Non-Published Subscribers. Covad will be required to provide to BellSouth the names, addresses and telephone numbers of all Covad customers that wish to be omitted from directories.
5.5 Inclusion of Covad Customers in Directory Assistance Database. BellSouth will include and maintain Covad subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and Covad shall provide such Directory Assistance listings at no recurring charge. BellSouth and Covad will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.
5.6 Listing Information Confidentiality. BellSouth will accord Covad's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to Covad's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.
5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to Covad subscribers at no charge or as specified in a separate BAPCO agreement.
6. Bona Fide Request/New Business Request Process for Further Unbundling
6.1 BellSouth shall, upon request of Covad, provide to Covad access to its network elements at any technically feasible point for the provision of Covad's telecommunications service where such access is necessary and failure to provide access would impair the ability of Covad to provide services that it seeks to offer. Any request by Covad for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth in Exhibit 1 hereto.
6.2 Covad shall submit any Bona Fide Request/New Business Request in writing to Covad's Account Manager. The BFR/NBR shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. The BFR/NBR also shall include Covad's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

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

7.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for Covad, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to Covad end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for Covad end users for the same length of time it maintains such information for its own end users.
7.2 Subpoenas Directed to Covad. Where BellSouth is providing to Covad telecommunications services for resale or providing to Covad the local switching function, then Covad agrees that in those cases where Covad receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Covad end users, and where Covad does not have the requested information, Covad will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 7.1 above.
7.3 In all other instances, where either Party receives a request for information involving the other Party's end user, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

## 8. Liability and Indemnification

8.1 Covad Liability. In the event that Covad consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of Covad under this Agreement.
8.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to Covad for any act or omission of another telecommunications company providing services to Covad.
8.3 Limitation of Liability

### 8.3.1 Liability Cap

8.3.1.1 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by Covad, any Covad customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages from the gross negligence or willful misconduct of BellSouth and claims for damages by Covad resulting from the failure of BellSouth to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability. Covad acknowledges that, to the extent BellSouth's obligations hereunder involve provisioning elements and services within any particular interval, BellSouth may not be able to meet such intervals $100 \%$ of the time. Covad bears the burden of showing that the number or percentage of intervals missed by BellSouth constitutes a material breach of this Agreement pursuant to applicable law. Any damages found payable to Covad
under this Section shall be reduced by the amount of any performance penalties for the same occurrence payable to Covad under this Agreement.
8.3.1.2 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth customer or by any other person or entity, for damages associated with any of the services provided by Covad pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, Covad's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages from the gross negligence or willful misconduct of Covad and claims for damages by BellSouth resulting from the failure of Covad to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.
8.3.2 Neither Party shall be liable for any act or omission of any other telecommunications company to the extent such other telecommunications company provides a portion of a service.
8.3.3 Neither Party shall be liable for damages to the other Party's terminal location, Interconnection Point or the other Party's customers' premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, except to the extent the damage is caused by such Party's gross negligence or willful misconduct, or by a Party's failure properly to ground a local loop after disconnection using sound engineering principles.
8.3.4 The Party providing services under this Agreement, its affiliates and its parent company shall be indemnified, defended and held harmless by the Party receiving such services against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement, involving: 1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving Party's own communications; 2) any claim, loss, or damage claimed by the receiving Party's customer(s) arising from such customer's use of any service, including 911/E911, that the customer has obtained from the receiving Party and that the receiving Party has obtained from the supplying Party under this Agreement; or 3) all other claims arising out of an act or omission of the receiving Party in the course of using services provided pursuant to this Agreement. Notwithstanding the foregoing, to the extent that a claim, loss or damage is caused by the gross negligence or willful misconduct of a supplying Party the receiving Party shall have no obligation to indemnify, defend and hold harmless the supplying Party hereunder. Nothing herein is intended to modify or alter in any way the indemnification obligations set forth in Section 9, supra, relating to intellectual property infringement.
8.3.5 Neither Party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Each Party shall be indemnified, defended and held harmless by the other Party or the other Party's customer from any and all claims by any person relating to the other Party or the other Party's customer's use of services so provided.
8.3.6 Promptly after receipt of notice of any claim or the commencement of any action for which a Party may seek indemnification pursuant to this Section, such Party (the "Indemnified Party") shall promptly give written notice to the other Party (the 'Indemnifying Party") of such claim or action, but the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party except to the extent the Indemnifying Party has actually been prejudiced thereby. The Indemnifying Party shall be obligated to assume the defense of such claim, at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party's reasonable request for assistance or information relating to such claim, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified Party. Unless the Indemnified Party chooses to waive its rights to be indemnified further in any claim or action, the Indemnified Party's counsel shall not interfere with the defense strategy chosen by the Indemnifying Party and its counsel, and the Indemnified Party when such course of action in representation of the Indemnified Party's counsel shall not raise any claims, defenses, or objections or otherwise take a course of action in representation of the Indemnified Party when such course of action might be in conflict with a course of action or inaction chosen by the Indemnifying Party. The Indemnifying Party is not liable under this Section 8 for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party ahs approved the settlement or compromise in advance or unless the Indemnified Party has tendered the defense of the claim, demand, or lawsuit to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.
8.4 Both Parties agree that they, at their own cost and expense, shall maintain throughout the term of this Agreement, all insurance required by law or required under this Agreement, and may at their own cost and expense purchase insurance or self-insure for their employer, public, professional and legal liabilities. No limit of liability on any policy, no program or self-insurance, nor any failure to maintain adequate insurance coverage shall limit the direct or indirect liability of either Party.
8.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE

# OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE. 

## 9. Intellectual Property Rights and Indemnification

9.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Covad is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark. Notwithstanding the foregoing, Covad may use BellSouth's name solely in response to inquiries of customers or potential customers regarding the source of the underlying service or the identity of repair or service technicians under this Agreement.
9.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.
9.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 of this Agreement.
9.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:
9.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
9.4.2 obtain a license sufficient to allow such use to continue.
9.4.3 In the event 9.4 .1 or 9.4 .2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
9.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
9.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

## 10. Proprietary and Confidential Information

10.1 Proprietary and Confidential Information. It may be necessary for BellSouth and Covad, each as the "Discloser," to provide to the other party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, prices, costs, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All Information shall be provided to Recipient in written or other tangible or electronic form, clearly marked with a confidential and, proprietary notice. Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and proprietary notice and provided to Recipient within thirty (30) calendar days after such oral or visual disclosure.
10.1.1 Each Party shall fully comply with all Customer Proprietary Network Information ("CPNI") and carrier information set forth in Section 222 of the Act and the FCC's rules and regulations implementing, or promulgated under, Section 222 of the Act.
10.2 Use and Protection of Information. Recipient shall use the Information solely for the purpose(s) of performing its obligations under this Agreement, and Recipient shall protect Information from any use, distribution or disclosure except as
permitted hereunder. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Recipient may disclose Information solely to the Authorized Representatives of the Recipient who (a) have a substantive need to know such Information in connection with performance of the Agreement; (b) have been advised of the confidential and proprietary nature of the Information; and (c) have personally agreed in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. "Authorized Representatives" are the officers, directors and employees of Recipient and its Affiliates, as well as Recipient's and its Affiliates' consultants, contractors, counsel and agents.
10.3 Ownership, Copying \& Return of Information. Information remains at all times the property of Discloser. Recipient may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All such tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any information) will be destroyed and Recipient will provide Discloser with written certification stating that such Information has been destroyed.)
10.4 Exceptions. Discloser's Information does not include: (a) any information publicly disclosed by Discloser; (b) any information Discloser in writing authorizes Recipient to disclose without restriction; (c) any information already lawfully known to Recipient at the time it is disclosed by the Discloser, without an obligation to keep confidential; or (d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed and/or independently developed such information. If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.
10.5 Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Section 10 is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates, may be entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Section 10. Such remedy is not the exclusive remedy for any breach
or threatened breach of this Section 10, but is in addition to all other rights and remedies available at law or in equity.
10.6 Survival of Confidentiality Obligations. The parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

## 11. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the effective date thereof and, provided further, if the assignee is an assignee of Covad, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

## 12. Resolution of Disputes

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. Each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

## 13. Taxes

13.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services
furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.
13.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.
13.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.
13.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
13.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.
13.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
13.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
13.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
13.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
13.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
13.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee; provided, however, that this provision shall not apply to any interest, penalties, or other charges or payable expenses (including reasonable attorney fees) attributable to the providing Party's failure to timely remit any taxes or fees collected from the purchasing Party.
13.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
13.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
13.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
13.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
13.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
13.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the
existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
13.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
13.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
13.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
13.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

## 14. Force Majeure

14.1 In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease. BellSouth understands that its obligation to
provide Covad with nondiscriminatory access to unbundled network elements is not altered by a work stoppage, strike or other labor problem.

## 15. Adoption of Agreements

BellSouth shall make available without unreasonable delay to Covad any individual interconnection, service, or network element arrangement contained in any agreement to which it is a party that is approved by a state commission pursuant to section 252 of the Act, upon the same rates, terms and conditions as those provided in the agreement. If BellSouth believes that it is no longer reasonable to allow Covad to opt into a particular agreement because of changes in technology or pricing or for any other reason, BellSouth may petition the Commission requesting that Covad not be allowed to opt-in.

## 16. Modification of Agreement

16.1 If Covad changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Covad to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
16.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
16.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Covad or BellSouth to perform any material terms of this Agreement, Covad or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.
16.4 Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be amended or modified after the expiration date hereof as set forth in Section 2 above.

## 17. Non-waiver of Legal Rights

Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such
decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

## 18. Severability

If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

## 19. Waivers

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

## 20. Governing Law

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

## 21. Notices

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

## BellSouth Telecommunications, Inc.

Account Team
600 North $19^{\text {th }}$ Street
Birmingham, Alabama 35203
and

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

Dhruv Khanna<br>Executive Vice President and General Counsel<br>Covad Communications Company<br>3420 Central Expressway<br>Santa Clara, CA 95054<br>and<br>Catherine F. Boone<br>Senior Counsel<br>Covad Communications Company<br>10 Glenlake Parkway, Suite 130<br>Atlanta, GA 30328

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

Notwithstanding the foregoing, BellSouth may provide Covad notice via Internet posting of price changes, changes to the terms and conditions of services available for resale, 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.

## 22. Headings of No Force or Effect

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

## 23. Multiple Counterparts

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

## 24. Implementation of Agreement

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

## 25. Filing of Agreement

25.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Covad and BellSouth shall share those fees evenly. Covad shall be responsible for publishing the required notice. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as Covad is duly certified as a local exchange carrier in such state.

## 26. Compliance with Applicable Law

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

## 27. Necessary Approvals

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

## 28. Good Faith Performance

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

## 29. Nonexclusive Dealings

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

## 30. Survival

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

## 31. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement. Neither Party shall be bound by any condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

## This Agreement may include the following attachments:

Network Elements and Other Services
Local Interconnection
Resale
Collocation

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

Optional Daily Usage File (ODUF)<br>Enhanced Optional Daily Usage File (EODUF)<br>Access Daily Usage File (ADUF)<br>Line Information Database (LIDB) Storage<br>Centralized Message Distribution Service (CMDS)<br>Calling Name (CNAM)

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

| BellSouth Telecommunications, Inc. | DIECA Communications, Inc. d/b/a Covad <br> Communications Company |
| :---: | :--- |
| Original Signature on File | Original Signature on File |
| Signature | Signature |
| Gregory R. Follensbee | Dhruv Khanna |
| Name | Name |
| Senior Director | Executive Vice President- General Counsel |
| Title | Title |
| December 19, 2001 | December 18, 2001 |
| Date | Date |

## Attachment 1

## Resale

## TABLE OF CONTENTS

1. Discount Rates ..... 3
2. Definition of Terms ..... 3
3. General Provisions ..... 3
4. Bellsouth's Provision of Services To Covad. ..... 8
5. Maintenance of Services ..... 8
6. Establishment of Service ..... 9
7. Payment and Billing Arrangements ..... 11
8. Discontinuance of Service ..... 13
9. Line Information Database (LIDB) ..... 15
10. RAO Hosting. ..... 15
11. Optional Daily Usage File (ODUF) ..... 15
12. Enhanced Optional Daily Usage File (EODUF) ..... 15
Exhibit A - Applicable Discounts/OSS Rates. ..... 16
Exhibit B - Resale Restrictions ..... 19
Exhibit C - Line Information Database (LIDB) Storage Agreement. ..... 21
Exhibit D - CMDS/ROA Hosting. ..... 27
Exhibit E- Optional Daily Usage File (ODUF). ..... 31
Exhibit F - Enhanced Option Daily Usage File (EODUF) ..... 34
Exhibit G - ODUF/EODUF/CMDS Rates. ..... Rate Table

## RESALE

## 1. Discount Rates

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

## 2. Definition of Terms

2.1 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the public service commissions of BellSouth's franchised area to provide local exchange service within BellSouth's franchised area.
2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
2.3 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
2.4 END USER means the ultimate user of the telecommunications services.
2.5 END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.
2.6 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
2.7 RESALE means an activity wherein a certificated CLEC, such as Covad subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.
2.8 RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which a CLEC, such as Covad, may offer resold local exchange telecommunications service.

## 3. General Provisions

3.1 Covad may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein.
Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.
3.2 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. BellSouth shall make available telecommunications services for resale at the discount rates set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement. BellSouth does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.
3.3 Covad may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:
3.3.1 Covad must resell services to other end users.
3.3.2 Covad must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.
3.3.3 Covad cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.
3.4 The provision of services by BellSouth to Covad does not constitute a joint undertaking for the furnishing of any service.
3.5 Covad will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from Covad for said services.
3.6 Covad will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the end user except to the extent provided for herein.
3.7 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.
3.8 BellSouth maintains the right to serve directly any end user within the service area of Covad. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Covad.
3.9 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
3.10 Current telephone numbers may normally be retained by the end user and are assigned to the service furnished. However, neither Party nor the end user has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.
3.11 For the purpose of the resale of BellSouth's telecommunications services by Covad, BellSouth will provide Covad with an on line access to telephone numbers for reservation on a first come first serve basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. Covad acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that Covad cancel its reservations of numbers. Covad shall comply with such request.
3.12 Further, upon Covad's request, and for the purpose of the resale of BellSouth's telecommunications services by Covad, BellSouth will reserve up to 100 telephone numbers per CLLIC, for Covad's sole use. Such telephone number reservations shall be valid for ninety (90) days from the reservation date. Covad acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity of Covad's reasonable need in that particular CLLIC.
3.13 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
3.14 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
3.15 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
3.16 BellSouth accepts no responsibility to any person for any unlawful act committed by Covad or its end users as part of providing service to Covad for purposes of resale or otherwise.
3.17 BellSouth will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with BellSouth's end users, pursuant to Section 7 of the General Terms and Conditions.
3.18 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
3.18.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service; or
3.18.2 Cause damage to BellSouth's plant;
3.18.3 Impair the privacy of any communications; or
3.18.4 Create hazards to any BellSouth employees or the public.
3.19 If Covad utilizes a BellSouth resold telecommunications service in a manner other than which the service was originally intended as described in BellSouth's retail tariffs, Covad has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
3.20 Facilities and/or equipment utilized by BellSouth to provide service to Covad remain the property of BellSouth.
3.21 White page directory listings will be provided in accordance with Section 5 of the General Terms and Conditions.
3.22 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, Covad shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, upon request by BellSouth Covad shall provide paper copies of customer record information within a reasonable period of time by BellSouth. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agrees that Covad and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.
3.23 All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Resellers who utilize the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this Attachment.
3.24 Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:

- Simplified Message Desk Interface - Enhanced ("SMDI-E")
- Simplified Message Desk Interface ("SMDI")
- Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities
- Call Forward on Busy ("CF/B")
- Call Forward Don't Answer ("CF/DA")

Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.
3.24.1 BellSouth shall provide branding for, or shall unbrand, voice mail services to Covad per the Bona Fide Request/New Business Request process as set forth in Section 6 of the General Terms and Conditions.
3.25 BellSouth's Inside Wire Maintenance Service Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
3.26 If Covad requires a special assembly Covad agrees to pay the costs incurred by BellSouth for providing the requested special assembly. The costs will be provided to Covad prior to providing the service. Such costs could include both recurring and non-recurring charges and shall exclude any cost attributable to any marketing, billing collection or other costs that will be avoided by BellSouth in providing service to Covad.
3.27 Recovery of charges associated with implementing Number Portability through monthly charges assessed to end users has been authorized by the FCC. This end user line charge will be billed to Resellers of BellSouth's telecommunications services and will be as filed in FCC No. 1. This charge is not discounted.
3.28 BellSouth shall provide 911/E911 for Covad customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate Covad customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the Covad customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.
3.29 Pursuant to 47 CFR Section 51.617, BellSouth will bill Covad end users common line charges identical to the end user common line charges BellSouth bills its end users.

## 4. BellSouth's Provision of Services to Covad

4.1 Covad agrees that its resale of BellSouth services shall be as follows:
4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.
4.1.3 BellSouth reserves the right to periodically audit services purchased by Covad to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Covad shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit.
4.2 Resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month), shall not be aggregated across multiple resold services.
4.3 Covad may resell services only within the specific resale service area as defined in its certificate.
4.4 Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

## 5. Maintenance of Services

5.1 Covad will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.
5.2 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
5.3 Covad or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.
5.4 Covad accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
5.5 Covad will be BellSouth's single point of contact for all repair calls on behalf of Covad's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.
5.6 Covad will contact the appropriate repair centers in accordance with procedures established by BellSouth.
5.7 For all repair requests, Covad accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
5.8 BellSouth will bill Covad for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
5.9 BellSouth reserves the right to contact Covad's end users, if deemed necessary, for maintenance purposes.

## 6. Establishment of Service

6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, Covad will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for Covad's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, BellSouth will begin taking orders for the resale of service.
6.2 Service orders will be in a standard format designated by BellSouth.
6.3 When notification is received from Covad that a current end user of BellSouth will subscribe to Covad's service, standard service order intervals for the appropriate class of service will apply.
6.4 BellSouth will not require end user confirmation prior to establishing service for Covad's end user customer. Covad must, however, be able to demonstrate end user authorization upon request.
6.5 Covad will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the end user for conversion of the end user's service from Covad to BellSouth or will accept a request from another CLEC for conversion of the end user's service from Covad to the other LEC. BellSouth will notify Covad that such a request has been processed.
6.6 If BellSouth determines that an unauthorized change in local service to Covad has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess Covad as the CLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff, will also be assessed to Covad. These charges can be adjusted if Covad provides satisfactory proof of authorization.
6.7 In order to safeguard its interest, BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.
6.7.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
6.7.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.
6.7.3 Such security deposit may not exceed two months' estimated billing.
6.7.4 The fact that a security deposit has been made in no way relieves Covad from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for nonpayment of any sums due BellSouth.
6.7.5 BellSouth reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
6.7.6 In the event that Covad defaults on its account, service to Covad will be terminated and any security deposits held will be applied to its account.
6.7.7 Interest on a security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

## 7. Payment And Billing Arrangements

7.1 Prior to submitting orders to BellSouth for local service, a master account must be established for Covad. Covad is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.
7.2 BellSouth shall bill Covad on a current basis all applicable charges and credits.
7.3 Payment of all charges will be the responsibility of Covad. Covad shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Covad from Covad's end user. BellSouth will not become involved in billing disputes that may arise between Covad and its end user. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
7.4 BellSouth will render bills each month on established bill days for each of Covad's accounts.
7.5 BellSouth will bill Covad in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill Covad, and Covad will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees.
7.6 The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
7.6.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in section 7.8 following, shall apply.
7.6.2 If Covad requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to Covad.
7.6.3 Billing Disputes
7.6.3.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:
7.6.3.2 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.
7.6.3.3 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.
7.6.3.4 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.
7.7 Upon proof of tax exempt certification from Covad, the total amount billed to Covad will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. Covad will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to Covad's end user.
7.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff and Section B2 of the Private Line Service Tariff. Covad will be charged a fee for all returned checks as set forth in Section to A2 of the General Subscriber Services Tariff or in applicable state law.
7.9 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to Covad.
7.10 BellSouth will not perform billing and collection services for Covad as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
7.11 In general, BellSouth will not become involved in disputes between Covad and Covad's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, Covad shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with Covad to resolve the matter in as timely a manner as possible. Covad may be required to submit documentation to substantiate the claim.

## 8. Discontinuance of Service

8.1 The procedures for discontinuing service to an end user are as follows:
8.1.1 Where possible, BellSouth will deny service to Covad's end user on behalf of, and at the request of, Covad. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Covad.
8.1.2 At the request of Covad, BellSouth will disconnect a Covad end user customer.
8.1.3 All requests by Covad for denial or disconnection of an end user for nonpayment must be in writing.
8.1.4 Covad will be made solely responsible for notifying the end user of the proposed disconnection of the service.
8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise Covad when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by Covad and/or the end user against any claim, loss or damage arising from providing this information to Covad. It is the responsibility of Covad to take the corrective action necessary with its end users who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.
8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an end user or an end user's CLEC at the same address served by the denied facility.
8.2 The procedures for discontinuing service to Covad are as follows:
8.2.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Covad of the rules and regulations of BellSouth's Tariffs.
8.2.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Covad, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty days notice to the person designated by Covad to receive notices of noncompliance, and discontinue the provision of existing services to Covad at any time thereafter.
8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Covad's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Covad without further notice.
8.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, Covad's services will be discontinued. Upon discontinuance of service on a Covad's account, service to Covad's end users will be denied. BellSouth will also reestablish service at the request of the end user or Covad upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Covad is solely responsible for notifying the end user of the proposed disconnection of the service.
8.2.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

## 9. Line Information Database (LIDB)

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

## 10. RAO Hosting

10.1 The RAO Hosting Agreement is included in this Attachment as Exhibit D. Rates for BellSouth's Centralized Message Distribution System (CMDS) are as set forth in Exhibit H of this Attachment.
10.2 BellSouth will provide RAO Hosting upon written request to its Account Manager stating requested activation date.

## 11. Optional Daily Usage File (ODUF)

11.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit E. Rates for ODUF are as set forth in Exhibit H of this Attachment.
11.2 BellSouth will provide Optional Daily Usage File (ODUF) service upon written request to its Account Manager stating requested activation date.

## 12. Enhanced Optional Daily Usage File (EODUF)

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

## APPLICABLE DISCOUNTS

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

DISCOUNT*

| STATE | RESIDENCE | BUSINESS | CSAs*** |
| :---: | :---: | :---: | :---: |
| ALABAMA | $16.3 \%$ | $16.3 \%$ |  |
| FLORIDA | $21.83 \%$ | $16.81 \%$ |  |
| GEORGIA | $20.3 \%$ | $17.3 \%$ |  |
| KENTUCKY | $16.79 \%$ | $15.54 \%$ |  |
| LOUISIANA | $20.72 \%$ | $20.72 \%$ | $9.05 \%$ |
| MISSISSIPPI | $15.75 \%$ | $15.75 \%$ |  |
| NORTH CAROLINA | $21.5 \%$ | $17.6 \%$ |  |
| SOUTH CAROLINA | $14.8 \%$ | $14.8 \%$ | $8.98 \%$ |
| TENNESSEE** | $16 \%$ | $16 \%$ |  |

* When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.
** In Tennessee, if a CLEC provides its own operator services and directory services, the discount shall be $21.56 \%$. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of $21.56 \%$.
*** Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.


## OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

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

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

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

| OPERATIONAL <br> SUPPORT <br> SYSTEMS (OSS) <br> RATES | Electronic <br> Per LSR received from the <br> CLEC by one of the OSS <br> interactive interfaces | Manual <br> CLEC LSR by means other than one <br> of the OSS interactive <br> interfaces |
| :---: | :---: | :---: |
| OSS LSR Charge | $\$ 3.50$ | $\$ 19.99$ |
| USOC | SOMEC | SOMAN |

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

## Denial/Restoral OSS Charge

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

## Cancellation OSS Charge

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

The Parties agree that Covad will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentages shown below:

| Year | Ratio: Mechanized/Total LSRs |
| :---: | :---: |
| 2000 | $80 \%$ |
| 2001 | $90 \%$ |

The threshold plan will be discontinued in 2002.
BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1 Q , Aug 1 for 2 Q , etc.). There will be no adjustments to the amount billed for previously billed LSRs.

## Exclusions and Limitations

## On Services Available for Resale

| Type of Service |  | AL |  | FL |  | GA |  | KY |  | LA |  | MS |  | NC |  | SC |  | TN |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Resale | Discount | Resale | Discount | Resale | Discount | Resale | Discount | Resale | Discount | Resale | Discount | Resale | Discount | Resale | Discount | Resale | Discount |
| 1 | Grandfathered Services (Note 1) | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 2 | Contract Service Arrangements | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 3 | Promotions - > 90 Days(Note 2) | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Note 3 |
| 4 | $\begin{array}{\|l\|} \hline \text { Promotions - < } 90 \\ \text { Days (Note 2) } \\ \hline \end{array}$ | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 5 | Lifeline/Link Up Services | Yes | Yes | Yes | Yes | Yes | Yes | Note 4 | Note 4 | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 6 | 911/E911 Services | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | No | No | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 7 | N11 Services | Yes | Yes | Yes | Yes | Yes | Yes | No | No | No | No | Yes | Yes | Yes | Yes | No | No | Yes | Yes |
| 8 | $\begin{aligned} & \text { AdWatch }{ }^{\text {SM }} \text { Svc (See } \\ & \text { Note 6) } \end{aligned}$ | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 9 | MemoryCall ${ }^{\text {® }}$ Service | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 10 | Mobile Services | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 11 | Federal Subscriber Line Charges | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 12 | Non-Recurring Charges | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | No |
| 13 | End User Line Charge - Number Portability | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 14 | Public Telephone Access Service (PTAS) | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | No | Yes | Yes |

## Exclusions and Limitations <br> On Services Available for Resale

## Applicable

## Notes:

1. Grandfathered services can be resold only to existing subscribers of the grandfathered service.
2. Where available for resale, promotions will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
3. In Tennessee, long-term promotions (offered for more than ninety (90) days) may be obtained at one of the following rates:
(a) the stated tariff rate, less the wholesale discount;
(b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)
4. Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.
5. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
6. AdWatch ${ }^{\text {SM }}$ Service is tariffed as BellSouth ${ }^{\circledR}$ AIN Virtual Number Call Detail Service.

# LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT 

## I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Covad and pursuant to which BellSouth, its LIDB customers and Covad shall have access to such information. Covad understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Covad, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.
B. LIDB is accessed for the following purposes:

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

Covad understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Covad further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, Covad understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on Covad's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate Covad's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:
(a) Covad agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for Covad's end user accounts which are resident in LIDB pursuant to this Agreement. Covad authorizes BellSouth to place such charges on Covad's bill from BellSouth and agrees that it shall pay all such charges. Charges for which Covad hereby takes responsibility include, but are not limited to, collect and third number calls.
(b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
(c) Covad shall have the responsibility to render a billing statement to its end users for these charges, but Covad's obligation to pay BellSouth for the charges billed shall be independent of whether Covad is able or not to collect from Covad's end users.
(d) BellSouth shall not become involved in any disputes between Covad and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Covad. It shall be the responsibility of Covad and the other entity to negotiate and arrange for any appropriate adjustments.

## II. TERM

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

## III. FEES FOR SERVICE AND TAXES

A. Covad will not be charged a fee for storage services provided by BellSouth to Covad, as described in Section I of this Agreement.
B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Covad. Covad shall have the right to have BellSouth contest with the imposing jurisdiction, at Covad's expense, any such taxes that Covad deems are improperly levied.

## IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this

Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

## V. LIMITATION OF LIABILITY

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

## VI. MISCELLANEOUS

A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.
B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.
C. Covad agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BellSouth's corporate or trade names, logos, trademarks or service marks or those of BellSouth's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and Covad further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.
D. This Agreement constitutes the entire Agreement between Covad and BellSouth which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.
F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.
G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

## RESALE ADDENDUM <br> TO LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

This is a Resale Addendum to the Line Information Data Base Storage Agreement dated _, 2000, between BellSouth Telecommunications, Inc.
("BellSouth"), and Covad ("Covad"), effective the $\qquad$ day of $\qquad$ 2000.

## I. GENERAL

This Addendum sets forth the terms and conditions for Covad's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by Covad, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

## II. DEFINITIONS

A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.
D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
E. PIN number - a four digit security code assigned by BellSouth which is added to a billing number to compose a fourteen digit calling card number.
F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Covad.
G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by the Covad.

## III. RESPONSIBILITIES OF PARTIES

A. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Covad will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.
B. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of Covad. BellSouth will not issue line-based calling cards in the name of Covad's individual end users. In the event that Covad wants to include calling card numbers assigned by the Covad in the BellSouth LIDB, a separate agreement is required.
C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
D. BellSouth is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.
2. Determine whether the Covad has identified the billing number as one which should not be billed for collect or third number calls, or both.

## RAO Hosting

1. RAO Hosting, Calling Card and Third Number Settlement System (CATS) and NonIntercompany Settlement System (NICS) services provided to Covad by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
2. Covad shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
3. Applicable compensation amounts will be billed by BellSouth to Covad on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
4. Covad must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from Covad to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of Covad and will coordinate all associated conversion activities.
5. BellSouth will receive messages from Covad that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
6. BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from Covad.
7. All data received from Covad that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
8. All data received from Covad that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
9. BellSouth will receive messages from the CMDS network that are destined to be processed by Covad and will forward them to Covad on a daily basis.
10. Transmission of message data between BellSouth and Covad will be via CONNECT:Direct.
11. All messages and related data exchanged between BellSouth and Covad will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
12. Covad will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
13. Should it become necessary for Covad to send data to BellSouth more than sixty (60) days past the message date(s), Covad will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and Covad to notify all affected Parties.
14. In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or Covad) identified and agreed to, the company responsible for creating the data (BellSouth or Covad) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
15. Should an error be detected by the EMI format edits performed by BellSouth on data received from Covad, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Covad of the error condition. Covad will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, Covad will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
16. In association with message distribution service, BellSouth will provide Covad with associated intercompany settlements reports (CATS and NICS) as appropriate.
17. In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

## 18. RAO Compensation

18.1 Rates for message distribution service provided by BellSouth for Covad are as set forth in Exhibit A to this Attachment.
18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment.
18.3 Data circuits (private line or dial-up) will be required between BellSouth and Covad for the purpose of data transmission. Where a dedicated line is required, Covad will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Covad will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Covad. Additionally, all message toll charges associated with the use of the dial circuit by Covad will be the responsibility of Covad. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.
18.4 All equipment, including modems and software, that is required on the Covad end for the purpose of data transmission will be the responsibility of Covad.
19. Intercompany Settlements Messages
19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by Covad as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between Covad and the involved company(ies), unless that company is participating in NICS.
19.2 Both traffic that originates outside the BellSouth region by Covad and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Covad, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by Covad, involves a company other than Covad, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
19.3 Once Covad is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Covad. BellSouth will distribute copies of these reports to Covad on a monthly basis.
19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Covad. BellSouth will distribute copies of these reports to Covad on a monthly basis.
19.6 BellSouth will collect the revenue earned by Covad from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of Covad. BellSouth will remit the revenue billed by Covad to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on Covad. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Covad via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
19.7 BellSouth will collect the revenue earned by Covad within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Covad. BellSouth will remit the revenue billed by Covad within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Covad via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

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

## Optional Daily Usage File

1. Upon written request from Covad, BellSouth will provide the Optional Daily Usage File (ODUF) service to Covad pursuant to the terms and conditions set forth in this section.
2. Covad shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
3. The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Covad customer.

Charges for delivery of the Optional Daily Usage File will appear on Covads' monthly bills. The charges are as set forth in Exhibit A to this Attachment.
4. The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
5. Messages that error in Covad's billing system will be the responsibility of Covad. If, however, Covad should encounter significant volumes of errored messages that prevent processing by Covad within its systems, BellSouth will work with the to determine the source of the errors and the appropriate resolution.
6. The following specifications shall apply to the Optional Daily Usage Feed.
6.1 Usage To Be Transmitted
6.1.1 The following messages recorded by BellSouth will be transmitted to Covad:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS \& 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (UNE only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service
6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Covad.
6.1.4 In the event that Covad detects a duplicate on Optional Daily Usage File they receive from BellSouth, Covad will drop the duplicate message (Covad will not return the duplicate to BellSouth).


### 6.2 Physical File Characteristics

6.2.1 The Optional Daily Usage File will be distributed to Covad via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Covad for the purpose of data transmission. Where a dedicated line is required, Covad will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Covad will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Covad. Additionally, all message toll charges associated with the use of the dial circuit by Covad will be the responsibility of Covad. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties.

All equipment, including modems and software, that is required on Covad end for the purpose of data transmission will be the responsibility of Covad.

### 6.3 Packing Specifications

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

## THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

### 6.4 Pack Rejection

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

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

### 6.6 Testing

6.6.1 Upon request from Covad, BellSouth shall send test files to Covad for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that Covad set up a production (LIVE) file. The live test may consist of Covad's employees making test calls for the types of services Covad requests on the Optional Daily Usage File. These test calls are logged by Covad, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

## Enhanced Optional Daily Usage File

1. Upon written request from Covad, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Covad pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. Covad shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
3. The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for delivery of the Enhanced Optional Daily Usage File will appear on Covads' monthly bills. The charges are as set forth in Exhibit A to this Attachment.
5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in the billing system of Covad will be the responsibility of Covad. If, however, Covad should encounter significant volumes of errored messages that prevent processing by Covad within its systems, BellSouth will work with Covad to determine the source of the errors and the appropriate resolution.
7. The following specifications shall apply to the Optional Daily Usage Feed.
7.1 Usage To Be Transmitted
7.1.1 The following messages recorded by BellSouth will be transmitted to Covad:

Customer usage data for flat rated local call originating from Covad's end user lines ( 1 FB or 1 FR ). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number
7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Covad.
7.1.3 In the event that Covad detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, Covad will drop the duplicate message (Covad will not return the duplicate to BellSouth).

### 7.2 Physical File Characteristics

7.2.1 The Enhanced Optional Daily Usage Feed will be distributed to Covad over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among Covad's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format ( 175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Covad for the purpose of data transmission. Where a dedicated line is required, Covad will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Covad will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Covad. Additionally, all message toll charges associated with the use of the dial circuit by Covad will be the responsibility of Covad. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on Covad's end for the purpose of data transmission will be the responsibility of Covad.

### 7.3 Packing Specifications

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

## THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

|  |  | ALABAMA | FLORIDA | GEORGIA | KENTUCKY | LOUISIANA | MISSISSIPPI | NORTH CAROLINA | $\begin{gathered} \text { SOUTH } \\ \text { CAROLINA } \end{gathered}$ | TENNESSEE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| APPLICABLE DISCOUNTS |  |  |  |  |  |  |  |  |  |  |
| RESIDENCE |  | 16.3\% | 21.83\% | 20.3\% | 16.79\% | 20.72\% | 15.75\% | 21.5\% | 14.8\% | 16\% |
| BUSINESS |  | 16.3\% | 16.81\% | 17.3\% | 15.54\% | 20.72\% | 15.75\% | 17.6\% | 14.8\% | 16\% |
| CSAs* |  |  |  |  |  | 9.05\% |  |  | 8.98\% |  |
| * Unless noted in this row, the discount for Business will be the applicable discount rate for CSAs. |  |  |  |  |  |  |  |  |  |  |
| OPERATIONAL SUPPORT SYSTEMS (OSS) RATES |  |  |  |  |  |  |  |  |  |  |
| ELEMENT | USOC | \$3.50 | \$3.50 | \$3.50 | \$3.50 | \$3.50 | \$3.50 | \$3.50 | \$3.50 | \$3.50 |
| Electronic LSR | SOMEC |  |  |  |  |  |  |  |  |  |
| Manual LSR | SOMAN | \$19.99 | \$19.99 | \$19.99 | \$19.99 | \$19.99 | \$19.99 | \$19.99 | \$19.99 | \$19.99 |
| ODUF/EODUF/CMDS RATES |  |  |  |  |  |  |  |  |  |  |
| ENHANCED OPTION DAILY USAGE FILE (EODUF) |  |  |  |  |  |  |  |  |  |  |
| EODUF: Message Processing, per message |  | \$0.004 | 0.22245100 | \$0.0034555 | \$0.004 | \$0.250015 | \$0.250424 | \$0.004 | \$0.004 | \$0.004 |
| OPTIONAL DAILY USAGE FILE (ODUF) |  |  |  |  |  |  |  |  |  |  |
| ODUF: Recording, per message |  | \$0.0002 | 0.00000680 | \$0.0001275 | \$0.0008611 | \$0.0000117 | \$0.0000063 | \$0.0003 | \$0.0002862 | \$0.0000044 |
| ODUF: Message Processing,per message |  | \$0.0033 | 0.00661400 | \$0.0082548 | \$0.0032357 | \$0.004641 | \$0.004707 | \$0.0032 | \$0.0032344 | \$0.0027366 |
| ODUF: Message Processing, per Magnetic Tape provisioned |  | \$55.19 | 48.77000000 | \$28.85 | \$55.68 | \$48.45 | \$49.04 | \$54.61 | \$54.72 | \$52.75 |
| ODUF: Data Transmission (CONNECT:DIRECT), per msg |  | \$0.00004 | 0.00010772 | \$0.0000434 | \$0.0000365 | \$0.00010568 | \$0.00010669 | \$0.0004 | \$0.0000357 | \$0.0000339 |


|  | ALABAMA | FLORIDA | GEORGIA | KENTUCKY | LOUISIANA | MISSISSIPPI | NORTH CAROLINA | $\begin{gathered} \text { SOUTH } \\ \text { CAROLINA } \end{gathered}$ | TENNESSEE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| CUSTOM BRANDING ANNOUNCEMENT (CBA) |  |  |  |  |  |  |  |  |  |
| DIRECTORY ASSISTANCE (DA) CBA via OLNS SOFTWARE |  |  |  |  |  |  |  |  |  |
| Recording of DA CBA | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 |
| Loading of DA CBA per DRAM Card/Switch per OCN | \$1,700.00 | \$1,700.00 | \$1,700.00 | \$1, 700.00 | \$1,700.00 | \$1,700.00 | \$1, 700.00 | \$1,700.00 | \$1, 700.00 |
| DIRECTORY ASSISTANCE (DA) UNBRANDING via OLNS SOFTWARE |  |  |  |  |  |  |  |  |  |
| Loading of DA per OCN (1 OCN per Order) | \$420.00 | \$420.00 | \$420.00 | \$420.00 | \$420.00 | \$420.00 | \$420.00 | \$420.00 | \$420.00 |
| Loading of DA per Switch, per OCN | \$16.00 | \$16.00 | \$16.00 | \$16.00 | \$16.00 | \$16.00 | \$16.00 | \$16.00 | \$16.00 |
| OPERATOR ASSISTANCE (OA) CBA via OLNS SOFTWARE |  |  |  |  |  |  |  |  |  |
| ELEMENT |  |  |  |  |  |  |  |  |  |
| Recording of  <br> OA CBA CBAOS | \$7,000.00 | \$7,000.00 | \$7,000.00 | \$7,000.00 | \$7,000.00 | \$7,000.00 | \$7,000.00 | \$7,000.00 | \$7,000.00 |
| Loading of OA <br> CBA per shelf/ <br> NAV per OCN <br> CBAOL | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 |
| Loading of DA CBA per DRAM Card/Switch per OCN | \$1,170.00 | \$1,170.00 | \$1,170.00 | \$1,170.00 | \$1,170.00 | \$1,170.00 | \$1,170.00 | \$1,170.00 | \$1,170.00 |
| OPERATOR ASSISTANCE (OA) UNBRANDING via OLNS SOFTWARE |  |  |  |  |  |  |  |  |  |
| Loading of OA per OCN Regional | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 |

## Attachment 2

## Network Elements and Other Services

## TABLE OF CONTENTS

1. INTRODUCTION ..... 3
2. UNBUNDLED LOOPS, INTEGRATED DIGITAL LOOP CARRIERS, NETWORK INTERFACES DEVICE, UNBUNDLED LOOP CONCENTRATION (ULC) SYSTEM, SUB LOOPS AND DARK FIBER ..... 4
3. SWITCHING ..... 32
4. UNBUNDLED NETWORK ELEMENT COMBINATIONS. ..... 43
5. PORT/LOOP COMBINATIONS ..... 48
6. TRANSPORT AND DARK FIBER ..... 50
7. BELLSOUTH SWA 8XX TOLL FREE DIALING TEN DIGIT SCREENING SERVICE. ..... 56
8. LINE INFORMATION DATABASE (LIDB) ..... 58
9 SIGNALING ..... 61
9. OPERATOR CALL PROCESSING, INWARD OPERATOR SERVICES AND DIRECTORY ASSISTANCE SERVICES ..... 70
10. CALLING NAME (CNAM) DATABASE SERVICE. ..... 77
11. BASIC 911 AND E911 ..... 79
12. TRUE-UP ..... 80
LIDB Storage Agreement

$\qquad$CNAM Database Services.Exhibit B
Rates .Exhibit C

## ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

## 1. Introduction

1.1. This Attachment sets forth the unbundled network elements and combinations of unbundled network elements that BellSouth agrees to offer to Covad in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the unbundled network elements are described below in this Attachment 2. The price for each unbundled network element and combination of unbundled Network Elements are set forth in Exhibit C of this Agreement.
1.2. For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment provided by BellSouth on an unbundled basis as is used by the CLEC in the provision of a telecommunications service. These unbundled network elements will be consistent with the requirements of the FCC 319 rule. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."
1.2.1. Except as otherwise required by law, BellSouth shall not impose limitation restrictions or requirements or requests for the use of the network elements or combinations that would impair the ability of Covad to offer telecommunications service in the manner Covad intends.
1.2.2 Except upon request by Covad, BellSouth shall not separate requested network elements that BellSouth currently combines.
1.3. BellSouth shall, upon request of Covad, and to the extent technically feasible, provide to Covad access to its network elements for the provision of Covad's telecommunications service. 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.
1.4. Covad may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner Covad chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the network elements purchased by Covad for combining to the designated Covad collocation space. The network elements shall be provided as set forth in this Attachment.
1.5. BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 unless BellSouth's actual performance or applicable industry
standards are greater than such technical reference, in which event BellSouth shall provide UNE's at such greater level. In the event the applicable industry standard exceeds the BellSouth technical reference, BellSouth shall provide UNE's consistent with the Industry Standard within ninety (90) days of notice from Covad that the industry standard exceeds the BellSouth technical reference.
1.6. In the event that any effective legislative, regulatory, judicial or other legal action modifies or redefines the "Network Elements" in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Party may petition the Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.
1.7. Covad will adopt and adhere to the standards contained in the applicable CLEC Work Center BellSouth Operational Understanding Agreement regarding maintenance and installation of service.
1.8 If one or more of the requirements set forth in this Agreement are in conflict, the parties shall mutually agree on which requirement shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.

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

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

### 2.1 Unbundled Loops

### 2.1.1 Definition

2.1.2 The local loop network element ("Loop(s)") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop network element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning.
2.1.3 The provisioning of service to a CLEC collocation space will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment. These cross-connects are a separate component, that are not considered a part of the loop, and thus have a separate charge.
2.1.4 The Loop shall be provided to Covad in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references. Covad shall be provided with six months notice of any changes to the existing loop specifications proposed by BellSouth to TR73600 after execution of this Agreement. The 6 months notification will not apply if Industry Standards, or legal or regulatory mandates require a different timeframe, if an applicable regulatory authority or industry forum requires modifications within a shorter time frame, or if otherwise agreed to by Covad and BellSouth.

Covad may utilize the unbundled Loops to provide any telecommunications service it wishes, so long as such serves are consistent with industry standards and BellSouth's TR73600.

BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered. In those cases where Covad has requested that BellSouth modify a loop so that it no longer meets the technical parameters of the original loop type, the resulting loop will be maintained as an Unbundled Copper Loop (UCL), and Covad shall pay the recurring and non-recurring charges for the resulting UCL.
2.1.5 BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination - Time Specific."
2.1.6 "Order Coordination" allows BellSouth and Covad to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to Covad's facilities to limit end user service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the end user. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and Covad advised. OC shall be provided in accordance with the chart set forth below.
2.1.7 "Order Coordination - Time Specific" refers to service order coordination in which Covad requests a specific time for a service order conversion to take place. BellSouth will make every effort to accommodate Covad's specific conversion time request. However, BellSouth reserves the right to negotiate with Covad a conversion time based on load and appointment control when necessary. Loops on a single service
order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. Covad may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Covad specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.
2.1.8 If Covad cancels an order for network elements and other services, any reasonable costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC \#1 Tariff, Section 5.4. If Covad cancels an order for network elements and other services prior to the DLR Date for provisioning of the loop, Covad shall not be required to pay the above referenced cancellation charge. Notwithstanding the foregoing, if Covad places an LSR based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements or services ordered in accordance with the transmission characteristics of the network elements or services ordered, cancellation charges described in this Section shall not apply. Where Covad places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if BellSouth cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, Covad may cancel its order as to those network elements or services without incurring cancellation charges as described in this Section. In such instance, should Covad elect to cancel the entire LSR, cancellation charges as described in this Section shall apply as to those elements and services that were not the subject of inaccurate loop makeup information. In order to obtain the credit in those loop makeup instances described above where a credit would be due, Covad must provide (1) backup documentation to confirm cancellation of the service order, such documentation to include the purchase order number and the order status; and (2) a copy of the correlating loop makeup response output with the facility reservation number, such loop makeup response being the original catalyst for Covad's submission of the service order for the facility, which is the subject of the inaccurate loop makeup information; and (3) the Billing Adjustment Request (BAR) Form. Upon presentation of that information, BellSouth may investigate whether cancellation charges are appropriate. BellSouth shall issue the appropriate credit within 60 days of receiving the above referenced information from Covad, irrespective of whether it elected to perform an investigation. No other billing dispute process shall be required for Covad to obtain the necessary credit for these charges.
2.1.9 If a Covad order for a local loop is cancelled or modified by Covad or a Covad enduser, and the cancellation or modification is not caused by BellSouth, Covad will compensate BellSouth costs incurred by BellSouth for provisioning or accommodating the modification of the local loop, unless such costs are already being recovered through approved rates. Covad may charge BellSouth order modification or cancellation charges using the same rates and conditions as BellSouth utilizes for assessing such charges to Covad, if the modification or cancellation is caused by BellSouth.
2.1.10 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels Service Level One (SL1) and Service Level Two (SL2).
2.1.11 Unbundled Voice Loops - SL1 loops are 2-wire loop start circuits, will be nondesigned, and will not have remote access test points. OC will be offered as a chargeable option on SL1 loops when reuse of existing facilities has been requested by Covad. Covad may also order OC-TS when a specificied conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as chargeable option. The EI document provides loop makeup information which is similar to the information normally provided in a Design Layout Record. Upon issuance of a non-coordinated order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its end users. If Covad requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.
2.1.12 Unbundled Voice Loop - SL2 loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a design layout record provided to Covad. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 loops. The OC feature will allow Covad to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.
2.1.13 BellSouth will also offer Unbundled Digital Loops (UDL). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR).
2.1.14 As a chargeable option on all loops except the Universal Digital Channel (UDC) and all Unbundled Copper Loops (UCLs), BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow Covad the ability to specify the time that the
coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.
2.1.15 Covad will be responsible for testing and isolating troubles on the loops. Once Covad has isolated a trouble to the BellSouth provided loop, Covad will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop on the first trouble ticket opened. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.
2.1.16 If Covad reports a trouble and BellSouth appropriately tests its loop but finds no trouble, BellSouth will charge Covad for any dispatching and testing (inside and outside the CO for non-designed loops and outside the CO for designed loops) required by BellSouth in order to confirm the loop's working status. In the event BellSouth closes a Covad trouble ticket as "no trouble found," and Covad reports a subsequent trouble on the same loop within 30 days of the previous trouble ticket, Covad may provide to BellSouth in writing, using the Billing Adjustment Request (BAR) Form, the PON number of the order, the number of repeat trouble tickets and confirmation that the loop is currently operational. At that time, BellSouth shall investigate the trouble tickets to determine if the subsequent trouble was in fact the same trouble that had been previously reported and closed as "no trouble found." If the investigation reveals that the subsequent trouble was the same trouble reported by Covad within 30 days prior to the subsequent trouble, BellSouth shall credit Covad for all charges related to those trouble tickets within 60 days of Covad's providing the information specified above. No other formal billing dispute shall be required to obtain this credit. If the investigation reveals that the subsequent trouble was unrelated to the previous reported trouble, no credit will be due to Covad where the trouble tickets were closed as "no trouble found."

### 2.1.17 xDSL Capable Loops

BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to $64 \mathrm{~kb} / \mathrm{s}$ ). Specifically, BellSouth shall make available the following:
2.1.17.1 ADSL: Asymmetrical Digital Subscriber Line (ADSL) Capable Loop: These copper loops are provisioned according to the Revised Resistance Design (RRD) industry standards which means they may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap which is included in of the loop length.
2.1.17.2 HDSL: High Big Rate Digital Subscriber Line (HDSL) Capable Loop: These copper loops are provisioned according to the Industry Standard Carrier Service Area ("CSA") guidelines. It will be 12,000 feet or less on 24 gauge wire and 9,000 feet or
less on 26 gauge wire, inclusive of up to 2,500 feet of bridged tap (with no one bridged tap exceeding 2000 feet).
2.1.17.3 xDSL: Subscriber Line ("DSL") technologies. The " $x$ " in xDSL is a placeholder for the various types of digital subscriber line services. A loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a BellSouth central office and the loop demarcation point at the customer premises.

An xDSL loop is a plain twisted pair of cooper loop of unlimited length without intervening devices, such as load coils, repeaters (unless so requested by the requesting carrier), or digital access main lines ("DAMLs"), and which may contain minimal bridge tap. A cooper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance.
2.1.17.4 UCL/short: an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters. The UCL is a dry cooper loop and is not intended to support any particular telecommunications service. Covad may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of Covad's choosing. Covad will determine the type of service that will be provided over the loop. Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.
2.1.17.5 UCL/long: Unbundled Copper Loop/long (UCL/long). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). A long UCL (18 kft or more) will be provisioned with a maximum 2800 ohms resistence. The UCL is a dry cooper loop and is not intended to support any particular telecommunications service. Covad may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of Covad's choosing. Covad will determine the type of service that will be provided over the loop. Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.
2.1.17.6 When attempting to provide cooper-based loops, BellSouth will attempt to use any available copper facility that serves the end users address. This includes performing Line and Station Transfers (LSTs) to free up copper facilities that may be currently in use but could be provisioned using a different spare media that will support the service currently in use.
2.1.17.7 Where facilities are available, BellSouth will install ADSL, HDSL, UCL and UCL-ND loops in no more than a 5 business day interval from receipt of Firm Order Confirmation ("FOC"). For orders of 14 or more loops at the same address, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by Covad, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC \#1 Tariff, Section 5.1.1, will apply.

### 2.1.17.8 ISDN/IDSL/UDC

2.1.17.8.1 Due to technical limitations associated with certain DLC systems, certain ports on Digital Loop Carrier ("DLC") systems do not support ISDN Digital Subscriber Lines (IDSL).
2.1.17.8.2 BellSouth will offer the IDSL-Compatible Loop, known internally at BellSouth as the Universal Digital Channel (UDC), as a part of its Unbundled Digital Loop offerings as an xDSL capable loop. The IDSL-Compatible loop is compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. The technical specifications which govern this loop are those set forth in BellSouth's TR73600, which is in effect on the date of execution of this agreement.
2.1.17.8.3 Like the ISDN-capable loop, the IDSL-Compatible loop may be provisioned on copper or through a DLC system. When IDSL-Compatible loops are provisioned using a DLC system, BellSouth will ensure that they are only provisioned on time slots that are compatible with data-only services such as IDSL.
2.1.17.8.4 The Universal Digital Channel (UDC)/IDSL Compatible Loop shall be provisioned by BellSouth in no more than 10 business days from the date of the receipt of the Firm Order Confirmation.
2.1.17.8.5 The rates for the IDSL-Compatible shall be the same as the rates for ISDN loops, subject to true-up when and if BellSouth's proposed rates for the IDSL-Compatible are approved and accepted by a state commission.
2.1.17.8.6 Covad shall exclusively order the UDC for its IDSL service.

### 2.1.17.9 Acceptance Testing and Cooperative Testing

2.1.17.9.1 Cooperative Acceptance Testing is acknowledged by both BellSouth and Covad to assist in the timely and efficient provisioning of functioning loops. If both parties agree in writing that this testing is no longer necessary, it can be suspended at any time.
2.1.17.9.2 BellSouth will dispatch a technician to provide normal acceptance testing where BellSouth determines a dispatch is required to provision the loop. Normal acceptance testing includes: Placing a short on the tip and ring conductors, listening for tone, and placing a ground on tip and ring. BellSouth will call Covad with the technician on the line to perform the above mentioned tests and Covad will within 15 minutes begin testing with the technician. The BellSouth technician will test with Covad for a period not to exceed 15 minutes. Testing not considered to be normal acceptance testing as outlined above may be performed by BellSouth, if requested by Covad. BellSouth will charge and Covad will pay for additional acceptance testing, by paying additional acceptance charges as outlined in FCC No. 1 Tariff. BellSouth shall deliver loops which perform according to the characteristics of TR73600 for the particular loop ordered.
2.1.17.9.3 Where a technician is dispatched to provision a loop, the BellSouth technician shall tag a circuit for identification purposes. Where a technician is not dispatched by BellSouth, BellSouth will provide sufficient information to Covad to enable Covad to locate the circuit being provisioned. Upon delivery of the loop BellSouth will contact CLEC via a toll free number to provide notification of the completion of the loop and where required, provide acceptance testing as provided for in this agreement.
2.1.17.9.4 If Covad is not available to perform acceptance testing within 15 minutes of the time of loop turn up by BellSouth then CLEC may request and BellSouth, if mutually agreed to, will require the BellSouth technician to standby. CLEC would then be required to pay standby charges as provided for in FCC No. 1 Tariff.
2.1.17.9.5 If BellSouth is unable to contact a Covad employee to perform acceptance testing at the time of loop turn up (placed on hold for more than 15 minutes, reaches voice mail or other recording, no answer or repeated busy conditions), BellSouth will test the loop to ensure the loop is provisioned according to requirements of TR73600 for the type of loop requested by CLEC. BellSouth will complete the local service request without obtaining acceptance from Covad and will have no further obligation to perform normal acceptance testing of the provisioned loop. On any such orders where

BellSouth completes the local service request without obtaining acceptance from Covad, BellSouth must provide the reason for which it was unable to contact Covad.

If at any time Covad feels that the process described in this paragraph is not being appropriately executed by BellSouth, Covad may escalate to the appropriate BellSouth Manager for immediate resolution. Such resolution shall include but not be limited to: an immediate review of the processes described above by BellSouth personnel, joint meetings of the parties to mutually resolve issues and any other such action which both parties agree may need to be implemented to correct the process failure.
2.1.17.9.6 If the Acceptance Test fails loop Continuity Test parameters, as defined by TR73600 for the loop being provisioned, the BellSouth technician will take any or all reasonable steps, if possible, to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, BellSouth will re-contact the CLEC representative to repeat the Acceptance Test.
2.1.17.9.7 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards.
2.1.17.9.8 BellSouth will not bill for loop repairs when the repair resulted from a BellSouth problem.

### 2.1.17.10 Unbundled Copper Loop - Non-Designed (UCL-ND)

2.1.17.10.1 The UCL-ND will be provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines ("DAMLs"), and may have up to 6,000 feet of bridged tap between the end user's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For loops less than 18,000 feet and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog
voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a design layout record or a test point.
2.1.17.10.2 The UCL-ND will be provisioned according to the specifications for the UCL-ND set forth in BellSouth's TR73600.
2.1.17.10.3 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Make Up process is not required to order and provision the UCL-ND. However, COVAD can request Loop Make Up for which additional charges would apply.
2.1.17.10.4 At Covad's option, Covad may request that BellSouth participate in Joint Acceptance Testing on the UCL-ND under the following terms, conditions, and rates. BellSouth shall take all steps necessary to complete an order for the UCLND. After BellSouth has confirmed that the UCL-ND loop meets the applicable technical specifications, BellSouth shall call Covad and participate in Joint Acceptance Testing. The charges for testing shall be assessed as follows: 1) At the time of testing, if the parties agree that the loop complies with technical specifications set forth in TR73600, Covad will pay for the Joint Acceptance Testing; 2) At the time of testing, if the parties agree that the loop does not comply with technical specifications set forth in TR73600, BellSouth shall not charge Covad for the Joint Acceptance Testing and any subsequent, technically feasible work and testing necessary to deliver a UCL-ND that meet the technical specifications; and 3) At the time of testing, if the Parties disagree as to whether the UCL-ND complies with applicable technical specifications, BellSouth and Covad will both dispatch a technician to the end user location at a mutually agreeable time. During this joint dispatch, the technicians will work cooperatively to isolate the trouble to the loop and will retest the loop to determine if the loop meets the applicable specifications. If the jointly dispatched test indicates that the UCL-ND meets applicable technical specifications, Covad will only be billed for the time associated with the first Joint Acceptance Test. If the jointly dispatched testing indicates a non-conforming loop, then BellSouth will take whatever technically feasible action necessary to bring the loop into specifications. In such case, BellSouth will be responsible for all charges associated with Joint Acceptance Testing as well as the cost of the Covad technician's participation in the joint testing on a time and materials basis (rates will be negotiated and agreed to in advance). If the loop cannot be brought into specifications, then Covad may cancel the order and will not be charged cancellation charges for that loop. In the event the Commission establishes Joint Acceptance Testing rates different from those set forth herein, the Parties will amend this Agreement to incorporate such rates.
2.1.17.10.5 BellSouth will perform continuity validation on UCL-ND loops which require a dispatch to provision prior to order completion.
2.1.17.10.6 UCL-ND loops are not intended to support any particular service and may be utilized by COVAD to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth's network. The UCL-ND will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.
2.1.17.10.7 The UCL-ND will be delivered to COVAD's collocation space via a crossconnect. This cross-connect element will be provisioned as a part of BellSouth's Collocation offering.
2.1.17.10.8 Order Coordination (OC) will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth's facilities. Order Coordination -Time Specific (OC-TS) does not apply to this product.
2.1.17.10.9 COVAD may use BellSouth's Unbundled Loop Modification (ULM) offering to remove bridge tap and/or load coils from any loop within the BellSouth network. Therefore, some loops that would not qualify as UCL-ND could be transformed into loops that do qualify, using the ULM process.
2.1.17.10.10 The provisioning interval for the UCL-ND is as set forth in Section 2.1.8 of this Attachment.
2.1.17.10.11 When BellSouth provisions a UCL-ND, BellSouth will take necessary steps to identify the pair as an xDSL compatible loop. As such, when making modifications to its network, BellSouth will maintain the same specified physical characteristics of the UCL-ND in accordance with TR 73600 until the loop is disconnected by the CLEC or the end-user.

### 2.2 Loop Conditioning/Loop Modification

2.2.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by Covad, whether or not BellSouth offers advanced services to the End User on that loop. BellSouth shall deliver a conditioned loop in no more than 14 business days from receipt of Firm Order Confirmation.
2.2.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline
telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.
2.2.3 Charges for conditioning a loop, if any, will be determined by each state public service commission.
2.2.4 The unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of equipment on loops less than $18 \mathrm{kft}, 2$ ) removal of equipment of loops longer than (18kft), 3) removal of bridged-taps on loops of any length.

### 2.3 Integrated Digital Loop Carriers

2.3.1 In the event that BellSouth has chosen to deploy Integrated Digital Loop Carrier (IDLC) systems to provide the local loop that do no permit unbundling of that local loop, BellSouth will provide a suitable alternative facility (such as a contiguous local copper loop which is in existence at that location and which is not currently being utilized by BellSouth or any other customer) without additional cost. If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities.

### 2.4 Network Interface Device

### 2.4.1 Definition

The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the point of demarcation at the end users premises. The NID features two independent chambers or divisions that separate the service provider's network from the End User's onpremises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.
2.4.2. BellSouth shall permit Covad to connect Covad's loop facilities to on-premises wiring through the BellSouth NID or at any other technically feasible point.
2.4.3 Access to Network Interface Device (NID)
2.4.3.1. Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), Covad may access the on-premises wiring by any of the following means: BellSouth shall allow Covad to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are
not used by BellSouth or any other telecommunications carriers to provide service to the premise. It is the responsibility of Covad to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID.
2.4.3.2. Where an adequate length of on-premises wiring is present and environmental conditions permit, either Party may remove the on-premises wiring from the other Party's NID and connect that wire to that Party's own NID; or
2.4.3.3. Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the on-premises wiring through a suitable "punch-out" hole of such NID enclosures; or
2.4.3.4. Request BellSouth to make other rearrangements to the on-premises wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., Covad, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.
2.4.3.5. In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors, without state regulatory requirement, without providing prior notice to the other Party, and without appropriately capping off and guarding the other Party's loop. In such cases, it shall be the responsibility of the disconnecting party to properly ground the other party's loop, maintain the NID, and assume full liability for its action and any adverse consequences.
2.4.3.6. In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
2.4.3.7. In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
2.4.3.8. Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with Covad to develop specific procedures to establish the most effective means of implementing this Section, 2.4.3.

### 2.4.4 Technical Requirements

2.4.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
2.4.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media and/or cross connect to Covad's NID, consistent with the NID's function at the Effective Date of this Agreement.
2.4.4.3 Where a BellSouth NID exists, it is provided in its "as is" condition. Covad may request BellSouth do additional work to the NID in accordance with Section 2.4.3.8.
2.4.4.4 When Covad deploys its own local loops with respect to multiple-line termination devices, Covad shall specify the quantity of NIDs connections that it requires within such device.

### 2.4.5 Interface Requirements

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

### 2.5 Unbundled Loop Concentration (ULC) System

2.5.1 BellSouth will provide to Covad Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.
2.5.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and may connect to Covad at Covad's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

### 2.6 Sub-loop Elements

2.6.1 BellSouth shall offer access to its Unbundled Sub Loop (USL), Unbundled Subloop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements. BellSouth shall provide non-discriminatory access, in accordance with 51.311 and section 251(c) (3) of the Act, to the subloop. On an unbundled basis and pursuant to the following terms and conditions and the rates approved by the Commission and set forth in this Attachment.
2.6.2 Subloop components include but are not limited to the following:
2.6.2.1 Unbundled Sub-Loop Distribution;

### 2.6.2.2 Unbundled Sub-Loop Concentration/Multiplexing Functionality; and <br> 2.6.2.3 Unbundled Network Terminating Wire; and <br> 2.6.2.4 Unbundled Sub-Loop Feeder.

### 2.6.3 Unbundled Sub-Loop (distribution facilities)

### 2.6.3.1 Definition

2.6.3.2 The unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from a customer's point of demarcation to a BellSouth crossconnect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. There are two offerings available for Unbundled Sub-Loops (USL):
2.6.3.3 Unbundled Sub-Loop Distribution (USL-D) will include the sub-loop facility from the cross-box in the field up to and including the point of demarcation.
2.6.3.4 BellSouth will also provide sub-loop interconnection to the intrabuilding network cable (INC) (riser cable). INC is the distribution facility inside a subscriber's building or between buildings on one customer's same premises (continuous property not separated by a public street or road). USL-INC (riser cable) will include the facility from the cross-connect device in the building equipment room up to and including the point of demarcation.
2.6.4. Requirements for Unbundled Sub-Loop Distribution Facilities
2.6.4.1 Unbundled Sub-Loop distribution facilities were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the Unbundled Sub-Loop may have load coils, which are necessary for transmission of voice grade services. The Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.
2.6.4.2 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. In a scenario that involves connection at a BellSouth cross-box located in the field, Covad would be required to deliver a cable to the BellSouth remote terminal or cross-box to provide continuity to Covad's feeder facilities. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box. Covad's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician. In a scenario that requires connection in a building
equipment room, BellSouth will install a cross connect panel on which access to the requested sub-loops will be connected. The CLEC's cable pairs can then be connected to the Unbundled Sub-Loop pairs on this cross-connect panel by the BellSouth technician.
2.6.4.3 BellSouth will provide Unbundled Sub-Loops where possible. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is feasible to place the required facilities where Covad has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet the CLEC demand, then BellSouth will perform the set-up work as described in the next section 2.6.4.4. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the crossconnect panel in a building equipment room as noted in 2.6.4.4) to accommodate Covad's request for Unbundled Sub-Loops, BellSouth will use its Special Construction (SC) process to determine the additional costs required to provision the Unbundled Sub-Loops. Covad will then have the option of paying the one-time SC charge to modify the facilities to meet Covad's request.
2.6.4.4 During the initial set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice the CLEC's cable into the crossconnect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel that will be used to provide access to the requested USLs. Once the set-up is complete, the CLEC requested subloop pairs would be provisioned through the service order process based on the submission of a LSR to the LCSC.

### 2.6.5 Interface Requirements

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

### 2.6.6 Unbundled Sub-Loop Concentration System (USLC)

2.6.6.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide to Covad with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into Covad's collocation space. TR-008 and TR303 interface standards are available.
2.6.6.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of Covad's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of Covad's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of
two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.
2.6.6.3 In these scenarios Covad would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow Covad's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.

### 2.6.7 Unbundled Network Terminating Wire (UNTW)

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

### 2.6.7.2 Definition

2.6.7.2.1 Subject to applicable and effective FCC rules and orders, UNTW is a dedicated transmission facility that BellSouth provides from the Wiring Closet /Garden Terminal (or other type of cross-connect point) at the point of termination of BellSouth's loop distribution facilities to the end user's point of demarcation.

### 2.6.7.3 Requirements

2.6.7.3.1 BellSouth will offer spare pairs that are available to an end user's premises to Covad. Available spare pairs are defined as pairs that are not being utilized by BellSouth or by a third party to provide an end user with working service at the time of Covad's request for UNTW. If no spare pairs are available and the end user is no longer using BellSouth's local service, BellSouth will relinquish the first pair to Covad. If after BellSouth has relinquished the first pair to Covad and the end user decides to change local service providers to BellSouth, Covad will relinquish the first pair back to BellSouth.
2.6.7.3.2 Notwithstanding the foregoing, should BellSouth subsequently require the use of additional pair(s) to provide for the activation of additional lines in an end users premises in response to a request from such end user, Covad agrees to surrender its spare pair(s) upon request by BellSouth.
2.6.7.3.3 If an end user of Covad desires to receive local exchange service from a service provider who is not a Party to this Agreement, and such third party service provider needs access to the BellSouth UNTW to provide local exchange service to the end
user, then Covad agrees to surrender the requisite number of its inactive spare pair(s) if no other spare pair is available and upon request by BellSouth.
2.6.7.3.4 If Covad has placed NTW at a location and an end user desires to receive local exchange service from BellSouth and BellSouth needs access to Covad's NTW to provide local exchange service to the end user, then Covad agrees to surrender the requisite number of its spare pair(s) upon request by BellSouth.
2.6.7.3.5 In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own NTW. In existing construction, BellSouth shall not be required to install new or additional NTW beyond existing NTW to provision the services of the CLEC.

### 2.6.8 Technical Requirements

2.6.8.1 In these scenarios, BellSouth will connect the requested UNTW pairs to a single point of interconnection (SPOI) designed for CLEC access to BellSouth's NTW. The SPOI will be installed either near BellSouth's garden terminal or wiring closet. Covad will be required to place a cross-box, terminal or other similar device and deliver a cable to this SPOI. Covad will then connect their cable to the cross-connect panel to access the requested UNTW pairs.

### 2.7 Dark Fiber

### 2.7.1 Defintion

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

### 2.7.2 Requirements

2.7.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two -year planning period, there is no requirement to provide said fiber to Covad.
2.7.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at Covad's request subject to time and materials charges.
2.7.2.3 Covad may test the quality of the Dark Fiber to confirm its usability and performance specifications.
2.7.2.4 BellSouth shall use its best efforts to provide to Covad information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from Covad ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for Covad's use and may not allow any other party to use such media, including BellSouth.
2.7.2.5 BellSouth shall use its best efforts to make Dark Fiber available to Covad within thirty (30) business days after it receives written confirmation from Covad that the Dark Fiber previously deemed available by BellSouth is wanted for use by Covad. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Covad to connect or splice Covad provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.
2.7.2.6 Dark Fiber shall meet the manufacturer's design specifications.
2.7.2.7 Covad may splice and test Dark Fiber obtained from BellSouth using Covad or Covad designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

### 2.8 Rates

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

### 2.9 Operational Support Systems (OSS)

BellSouth has developed and made available the following mechanized systems by which Covad may submit LSRs electronically.
$\begin{array}{ll}\text { LENS } & \text { Local Exchange Navigation System } \\ \text { EDI } & \text { Electronic Data Interchange } \\ \text { TAG } & \text { Telecommunications Access Gateway }\end{array}$
2.9.1 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted
by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

| OPERATIONAL SUPPORT <br> SYSTEMS | AL, GA, MS, <br> NC, SC, TN | KY | FL | LA |
| :--- | :---: | :---: | :---: | :---: |
| OSS LSR charge, per LSR <br> received from the CLEC by one <br> of the OSS interactive interfaces | $\$ 3.50$ | $\$ 3.50$ | $\$ 3.50$ | $\$ 3.50$ |
| SOMcremental charge received <br> from the CLEC by means other <br> than one of the OSS interactive <br> interfaces | See applicable <br> rate element - <br> applied on a per <br> element basis | $\$ 19.99$ <br> applied on a per <br> LSR basis | SOMEC <br> applied on a per <br> LSR basis | applied on a per <br> LSR basis |

For network elements and service for which BellSouth makes available an electronic ordering mechanism, Covad shall pay the manual ordering charge when it submits a manual order, unless Covad submitted the manual order when the electronic systems were non functional for any reason other than scheduled maintenance and downtime. For network elements and services for which BellSouth does not make available a electronic ordering mechanism, Covad shall pay the manual ordering rate for manually submitted orders. Notwithstanding the foregoing, if BellSouth's retail operations have electronic ordering capabilities for services analogous to those provided by BellSouth to Covad and BellSouth does not make electronic ordering available to Covad, Covad shall pay the electronic ordering rate for those services, irrespective of whether the orders are placed manually or electronically.
2.9.2 Denial/Restoral OSS Charge

In the event Covad provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.
2.9.3 Covad will incur an OSS charge for an accepted LSR that is later canceled by Covad, except when BellSouth does not deliver the loop within seven (7) days of the standard loop delivery interval for each particular loop.

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

### 2.9.4 Network Elements and Other Services Manual Additive

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

## 2. 10 Loop Makeup (LMU)

### 2.10.1 Description of Service

2.10.1.1 BellSouth shall make available to Covad loop makeup information so that Covad can make an independent judgment about whether the loop is capable of supporting the advanced services equipment Covad intends to install and the services Covad wishes to provide. This section addresses LMU as a preordering transaction, distinct from Covad ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) for preordering loop makeup are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.
2.10.1.2 BellSouth will provide Covad LMU information consistent with the effective FCC Rules, Orders and Regulations including the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the loop length; the wire gauge and electrical parameters.
2.10.1.3 BellSouth's LMU information is provided to Covad as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.
2.10.1.4 Covad may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop. The determination shall be made solely by Covad and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop. The specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the loop requested taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee Covad's ability to provide advanced data services over the ordered loop type. Further, if Covad orders loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible loops) and that are not inventoried as advanced services loops, the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Covad is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.
2.10.2 Submitting Loop Makeup Service Inquiries
2.10.2.1 Covad may obtain LMU information by submitting a LMUSI mechanically or manually. Mechanized LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the loop from the mechanized LMUSI process, if Covad needs further loop information in order to determine loop service capability, Covad may initiate a separate Manual LMUSI for a separate nonrecurring charge as set forth in the rate exhibit for Attachment 2.
2.10.2.2 Manual LMUSIs shall be submitted by electronic-mail to BellSouth's Complex Resale Support Group (CRSG/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The service interval for the return of a Loop Makeup Manual Service Inquiry is three business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

### 2.10.3 Loop Reservations

2.10.3.1 Covad may reserve facilities for up to four (4) calendar days for each facility requested on a LMUSI from the time the LMU information is returned to Covad. During and prior to Covad placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If Covad does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released. For a Mechanized LMUSI, Covad may reserve up to 10 loop facilities. For a Manual LMUSI, Covad may reserve up to 3 loop facilities.
2.10.3.2 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.

### 2.10.4 Ordering of Other UNE Services

2.10.4.1 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. Covad will not be billed any additional LMU charges for the loop ordered on such LSR. If however, Covad does not reserve facilities upon an initial LMUSI, Covad's placement of an order for an advanced data service type facility shall be deemed placed for such a facility rate element that "includes manual service inquiry and reservation" per the rate matrix of this Attachment.
2.10.4.2 Where Covad has reserved multiple loop facilities on a single reservation, Covad may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to Covad, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by Covad. If the ordered loop type is not available, Covad may utilize the Unbundled Loop

Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.

### 2.11 High Frequency Spectrum Network Element

2.11.1 BellSouth shall provide Covad access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum") at the rates set forth in Exhibit C. BellSouth shall provide Covad with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.
2.11.1.1 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Covad the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, ADSL, RADSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Covad shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. Covad shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.
2.11.1.2 The following loop requirements are necessary for Covad to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." BellSouth shall charge and Covad shall pay as interim rates, the same rates that BellSouth charges for conditioning stand-alone loops as provided in this Interconnection Agreement (e.g., unbundled copper loops, ADSL loops, and HDSL loops) until permanent pricing for loop conditioning are established either by mutual agreement or by a state public utilities commission. The interim costs for conditioning are subject to true up as provided in this agreement. BellSouth will condition loops to enable Covad to provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth is not required to condition a loop in connection with Covad's access to the High Frequency Spectrum if conditioning of that loop impairs service from the end users perspective. If Covad requests that BellSouth condition a loop longer than $18,000 \mathrm{ft}$. and such conditioning significantly
degrades the voice services on the loop, Covad shall pay for the loop to be restored to its original state.
2.11.1.3 Covad's termination point is the point of termination for Covad's on the toll main distributing frame in the central office ("Termination Point"). BellSouth will use jumpers to connect Covad's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to the Covad's xDSL equipment in the Covad's collocation space.
2.11.1.4 For the purposes of testing line shared loops, Covad shall have access to the test access point associated with the splitter and the demarcation point between BellSouth's network and Covad's network.

### 2.11.2 PROVISIONING OF HIGH FREQUENCY SPECTRUM AND SPLITTER SPACE

2.11.2.1 BellSouth will provide Covad with access to the High Frequency Spectrum as follows:
2.11.2.2 BellSouth will install splitters within thirty-six (36) calendar days of Covad's submission of such order to the BellSouth Complex Resale Support Group.
2.11.2.3 BellSouth shall provide Covad the status of manually submitted LSRs for end user line sharing orders through the PON Report on the CLEC Operations Website at https://clec.bellsouth.com.

Status shall include FOC Sent, Pending, Cancelled, In Clarification, Jeopardies or Rejected. A description of these statuses can be found on this website. This is a secure website. Passwords can be obtained from your account team.

For LSRs submitted through an electronic interface (EDI, TAG, LENS, RoboTAG), the following responses will be returned to Covad electronically: FOCs, Completion Notices, Errors/Clarifications, Pending Order Status, Jeopardies, e.g. missed appointments. Covad may view CSRs through LENs.

Covad may determine the status of its line sharing end user service orders through CSOTS (CLEC Service Order Tracking System). The service order statuses are described in the Pending Order Status Job Aid located on the web at http://www.interconnection.bellsouth.com/markets/lec/oss_info.html. Passwords for CSOTS can be obtained from the account team.

Covad may determine the status of its COSMOS/SWITCH work order for its line sharing end user orders through the COSMOS/SWITCH Line Sharing Report. These reports will provide the telephone number, CLLI code, cable and pair, splitter
assignment, status and in COSMOS service order number if pending. The reports also provide a summary including working pairs, pairs pending disconnect, pairs pending connect. The COSMOS/SWITCH report will be in a form that enables Covad to download it into an excel-type spreadsheet format. When Covad has received a Firm Order Confirmation ("FOC") on an order and the CSOTS system also shows that order as complete, but the order appears on the COSMOS/SWITCH report in the pending connect or pending disconnect status, Covad shall enter a trouble report through DLEC Tafi or report troubles to the BellSouth CWINS center. When Covad has received a FOC on an order and the order in pending in CSOTS beyond the due date of the order, then Covad shall check to see if BellSouth has provided a jeopardy or clarification notification via the PON Status Report. If there are no outstanding clarifications or jeopardies, Covad will contact the LCSC. The COSMOS/SWITCH report will be updated by 8:00 p.m., daily, Monday thru Sunday.
2.11.2.4 Covad shall be entitled to order the High Frequency Spectrum on lines served out of any central office where Covad has a splitter available for its use pursuant to Section 2.11.2.
2.11.2.5 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Covad access to data ports on the splitter. In the event that BellSouth elects to use a brand of splitter other than Siecor, the Parties shall renegotiate the recurring and non-recurring rates associated with the splitter. In the event the Parties cannot agree upon such rates, the then current rates (final or interim) for the Siecor splitter shall be the interim rates for the new splitter. BellSouth will provide Covad with a carrier notification letter at least 30 days before such change and shall work collaboratively with Covad to select a mutually agreeable brand of splitter for use by BellSouth. Covad shall thereafter purchase ports on the splitter as set forth more fully below.
2.11.2.6 BellSouth will install the splitter in (i) a common area close to the Covad collocation area, if possible; or (ii) in a BellSouth relay rack as close to the Covad DSO termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. Nothing in this section shall be construed as Covad's agreement that such placement is the most efficient network configuration. Moreover, nothing in this section shall be construed as Covad's agreement that such placement is consistent with TELRIC pricing rules or otherwise is a network configuration that would be used by an efficient forward looking provider of unbundled network elements. Notwithstanding the foregoing, neither Party waives any rights to take a position contrary to the provisions of this Section before any regulatory body regarding line sharing processes or rates. BellSouth will cross-connect the splitter data ports to a specified Covad DS0 at such time that a Covad end user's service is established.
2.11.2.7 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, and Covad desires to continue providing xDSL service on such loop, Covad shall be required to purchase the full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and Covad desires to continue providing xDSL service on such loop, Covad shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. BellSouth shall give Covad notice in a reasonable time prior to disconnect, which notice shall give Covad an adequate opportunity to notify BellSouth of its intent to purchase such loop. The Parties shall work collaboratively towards the method of notification and the time periods for notice. In those cases in which BellSouth no longer provides voice service to the end user and Covad purchases the full stand-alone loop, Covad may elect the type of loop it will purchase. Covad will pay the appropriate recurring and non-recurring rates for such loop as set forth in Attachment 2 of the Agreement, including a voice grade loop.
2.11.2.8 Covad and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios. BellSouth and Covad agree that Covad is entitled to purchase the High Frequency Spectrum on a loop that is provisioned over fiber-fed digital loop carrier. BellSouth will provide Covad with access to feeder sub-loops at UNE prices.
BellSouth and Covad will work together to establish methods and procedures for providing Covad access to the High Frequency Spectrum over fiber fed digital loop carriers.
2.11.2.9 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.
2.11.2.10 To order High Frequency Spectrum on a particular loop, Covad must have a DSLAM collocated in the central office that serves the end-user of such loop. BellSouth shall allow Covad to order splitters in central offices where Covad is in the process of obtaining collocation space. BellSouth shall install such splitters before the end of Covad's collocation provisioning interval.
2.11.2.11 BellSouth will devise a splitter order form that allows Covad to order splitter ports in increments of 8,24 or 96 ports.
2.11.2.12 BellSouth will provide Covad the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.
2.11.2.13 BellSouth will provide Covad with access to the High Frequency Spectrum of the unbundled loop as follows:

For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at the same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.

For manual orders, BellSouth will return a Firm Order Confirmation (FOC) in no more than twenty-four (24) business hours. For electronic orders, BellSouth will return a FOC in one (1) hour ninety-five percent (95\%) of the time for orders that flowthrough. For orders that do not flow-through, BellSouth will return a FOC in twentyfour (24) business hours.
2.11.2.14 BellSouth shall perform testing to confirm that all in place splitters are correctly installed to the BellSouth frame. In the event any splitters are not correctly cabled or installed shall be corrected before February 28, 2001. BellSouth shall include testing to ensure splitters are correctly installed and cabled to the BellSouth frame as a part of the splitter installation process. If BellSouth informs Covad that a splitter has been installed for Covad's use, and that splitter is later found to have been incorrectly installed, BellSouth shall waive the nonrecurring charge for that splitter installation.
2.11.2.15 BellSouth shall test the data portion of the loop to insure the continuity of the wiring for Covad's data using the LSVT test-set for both the provisioning and maintenance of a loop. This test shall be performed from the Covad designated tie cable pair (which is connected to Covad's DSLAM) to the Main Distribution Frame (MDF) where the customer's cable pair leaves the BellSouth central office. This process will be implemented unless, and until, Covad and BellSouth mutually agree on another process. If BellSouth delivers a line shared loop that is not properly wired by BellSouth, BellSouth shall adjust the monthly recurring charge to reflect the day that the line shared loop was placed in service.

### 2.11.3 MAINTENANCE AND REPAIR

2.11.3.1 Covad shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. Covad may access the loop at the point where the combined voice and data signal exits the central office splitter.
2.11.3.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Termination Point of demarcation in the central office. Covad will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
2.11.3.3 If the problem encountered appears to impact primarily the xDSL service, the end user should call Covad. If the problem impacts primarily the voice service, the end user should call BellSouth. If both services are impaired, the end user should contact BellSouth and Covad.
2.11.3.4 BellSouth and Covad will work together to diagnose and resolve any troubles reported by the end-user and to develop a process for repair of lines as to which Covad has access to the High Frequency Spectrum. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of High Frequency Spectrum.
2.11.3.4.1 The Parties will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the end user to report the trouble to the other service provider. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.
2.11.3.4.2 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.
2.11.3.5 In the event Covad's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify Covad and allow twenty-four (24) hours to cure the trouble. If Covad fails to resolve the trouble, BellSouth may discontinue Covad's access to the High Frequency Spectrum on such loop.

### 2.11.4 PRICING

2.11.4.1 BellSouth and Covad agree to the negotiated, interim rates for the High Frequency Spectrum. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions.
2.11.4.2 BellSouth and Covad enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or Covad may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or Covad may take in any cost docket related to the terms and conditions associated with access to the High Frequency Spectrum; and (b) the positions that BellSouth or Covad might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide Covad with access to the High Frequency Spectrum. The interim rates set forth in Exhibit C were adopted as a result of a compromise between the parties and do not reflect either party's position as to final rates for access to the High Frequency Spectrum.

Any element necessary for interconnection that is not identified above is priced as currently set forth in the Agreement.

## 3. Switching

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

### 3.1 Local Switching

BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 3.1.3 to Covad for the provision of a telecommunications service.
BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to Covad for the provision of a telecommunications service only in the limited circumstance described below in Section 3.3.4.6.
3.1.1. Except as otherwise provided herein, BellSouth shall not impose any restrictions on Covad regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.
3.1.2. Local Circuit Switching Capability, including Tandem Switching Capability

### 3.1.2.1 Definition

Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (C) All features, functions, and capabilities of the
switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch; (D) switching provided by remote switching modules.
3.1.2.2 When utilizing BellSouth's local circuit switching capability, local traffic shall be defined as set forth in Part B of the General Terms and Conditions.
3.1.3 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Covad when Covad serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-GastoniaRock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.
3.1.4 In the event that Covad orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more two (2) wire voicegrade loops from a BellSouth central office listed on Exhibit A, BellSouth's sole recourse shall be to charge Covad a rate to be negotiated for use of the local circuit switching functionality for the affected facilities, or in the alternative, to charge Covad the local services resale rate for use of all Combinations used to provide the affected facilities to Covad.
3.1.5 A featureless port is one that has a line port, switching facilities, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by Covad. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.
3.1.6 BellSouth will provide to Covad customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform pursuant to Section 10 of Attachment 2; (iii) for Covad's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by Covad. Covad customers may use the same dialing arrangements as BellSouth customers.
3.1.7 Remote Switching Module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.
3.1.8 Switching Capability will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g. call forwarding) and Centrex capabilities.
3.1.9 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to Covad purchasing local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. Covad customers may use the same dialing arrangements as BellSouth customers, but obtain a Covad branded service.

## $3.2 \quad$ Technical Requirements

3.2.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.
3.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in the applicable industry standard technical references.
3.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
3.2.1.3 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by Covad will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.
3.2.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
3.2.1.5 BellSouth shall activate service for a Covad customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to Covad's services without loss of switch feature functionality as defined in this Agreement.
3.2.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
3.2.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
3.2.1.8 BellSouth shall control congestion points such as those caused by radio station callins, and network routing abnormalities. All traffic shall be restricted in a nondiscriminatory manner.
3.2.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.
3.2.1.10 Special Services provided by BellSouth will include the following:
3.2.1.10.1 Telephone Service Prioritization;
3.2.1.10.2 Related services for handicapped;
3.2.1.10.3 Soft dial tone where required by law; and
3.2.1.10.4 Any other service required by law.
3.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.
3.2.1.12 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
3.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to Covad, upon a reasonable request from Covad. CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.
3.2.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party. Such feature offerings shall include but are not limited to:
3.2.1.14.1 Basic and primary rate ISDN;
3.2.1.14.2 Residential features;
3.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);
3.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
3.2.1.14.5 Advanced intelligent network triggers supporting Covad and BellSouth service applications.
3.2.2 BellSouth shall offer to Covad all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:
3.2.2.1 Off-Hook Immediate
3.2.2.2 Off-Hook Delay
3.2.2.3 Termination Attempt

### 3.2.2.4 6/10 Public Office Dialing Plan

3.2.2.5 Feature Code Dialing
3.2.2.6 Customer Dialing Plan
3.2.3 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to Covad:

### 3.2.3.1 Private EAMF Trunk

3.2.3.2 Shared Interoffice Trunk (EAMF, SS7)
3.2.3.3 N11

### 3.2.3.4 Automatic Route Selection

3.2.4 Where capacity exists, BellSouth shall assign each Covad customer line the class of service designated by Covad (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from Covad customers to Covad directory assistance operators at Covad's option.
3.2.5 Where capacity exists, BellSouth shall assign each Covad customer line the class of services designated by Covad (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from Covad customers to Covad operators at Covad's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to a Covad Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.
3.2.6 Local Switching shall be offered in accordance with the technical specifications set forth in the applicable industry standard references.

### 3.2.7 Interface Requirements

3.2.7.1 BellSouth shall provide the following interfaces to loops:
3.2.7.1.1 Standard Tip/Ring interface including loop start or ground start, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
3.2.7.1.2 Coin phone signaling;
3.2.7.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;
3.2.7.1.4 Two-wire analog interface to PBX;
3.2.7.1.5 Four-wire analog interface to PBX;
3.2.7.1.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
3.2.7.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q. 932 and appropriate Telcordia (formerly BellCore) Technical Requirements;
3.2.7.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where $\mathrm{N}=1$ to 24); and
3.2.7.1.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
3.2.7.2 BellSouth shall provide access to the following but not limited to:
3.2.7.2.1 SS7 Signaling Network or Multi-Frequency trunking if requested by Covad;
3.2.7.2.2 Interface to Covad operator services systems or Operator Services through appropriate trunk interconnections for the system; and
3.2.7.2.3 Interface to Covad Directory Assistance Services through the Covad switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other Covad required access to interexchange carriers as requested through appropriate trunk interfaces.

### 3.3 Tandem Switching

3.3.1 Definition

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).
3.3.2 Technical Requirements
3.3.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:
3.3.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
3.3.2.1.2 Tandem Switching will provide screening as jointly agreed to by Covad and BellSouth;
3.3.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
3.3.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by Covad;
3.3.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));
3.3.2.1.5.1 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911 ; and
3.3.2.1.5.2 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
3.3.2.1.6 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.
3.3.2.1.7 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).
3.3.2.1.8 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
3.3.2.1.9 Tandem Switching shall record billable events and send them to the area billing centers designated by Covad. Tandem Switching will provide recording of all billable events as jointly agreed to by Covad and BellSouth.
3.3.2.1.10 Upon a reasonable request from Covad, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to Covad.
3.3.2.1.11 BellSouth shall maintain Covad's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
3.3.2.1.12 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.
3.3.2.1.13 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth's switching network shall be mutually agreed to by Covad and BellSouth.
3.3.2.1.14 Tandem Switching shall process originating toll-free traffic received from Covad's local switch.
3.3.2.1.15 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.

### 3.3.2.2 Interface Requirements

3.3.2.2.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
3.3.2.2.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
3.3.2.2.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
3.3.2.2.4 Tandem Switching shall interconnect with Covad's switch, using two-way trunks, for traffic that is transiting via BellSouth's network to interLATA or intraLATA carriers. At Covad's request, Tandem Switching shall record and keep records of traffic for billing.
3.3.2.2.5 Tandem Switching shall provide an alternate final routing pattern for Covad's traffic overflowing from direct end office high usage trunk groups.
3.3.2.2.6 Tandem Switching shall be equal or better than the requirements for Tandem Switching set forth in the applicable technical references.

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

3.4.1 BellSouth will provide AIN Selective Carrier Routing at the request of Covad. AIN Selective Carrier Routing will provide Covad with the capability of routing operator calls, $0+$ and $0-$ and $0+$ NPA (LNPA) 555-1212 directory assistance, $1+411$ directory assistance and 611 repair center calls to pre-selected destinations.
3.4.2 Covad shall order AIN Selective Carrier Routing through its Account Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.
3.4.3 AIN Selective Carrier Routing is not available in DMS 10 switches.
3.4.4 Where AIN Selective Carrier Routing is utilized by Covad, the routing of Covad's end user calls shall be pursuant to information provided by Covad and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.
3.4.5 Upon ordering of AIN Selective Carrier Routing Regional Service, Covad shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit A of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit A of this Attachment. For each Covad end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit A of this Attachment, payable to BellSouth pursuant to the terms of the General Terms and Conditions, incorporated herein by this reference. Covad shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit A of this Attachment.
3.4.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with $1 / 2$ coming up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN_SCR Central Office Identification Form - Form C, AIN_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has 30 days to respond to the client's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to the client, BellSouth considers that the delivery schedule of this service commences. The remaining $1 / 2$ of the Regional Service Order payment must be paid when at least $90 \%$ of the Central Offices listed on the original order have been turned up for the service.
3.4.7 The non-recurring End Office Establishment Charge will be billed to the client following our normal monthly billing cycle for this type of order.
3.4.8 End-User Establishment Orders will not be turned-up until the $2^{\text {nd }}$ payment is received for the Regional Service Order. The non-recurring End-User Establishment Charges will be billed to the client following our normal monthly billing cycle for this type of order.
3.4.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to the client following the normal billing cycle for per query charges.
3.4.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc, will be billed according per contracted rates.

### 3.5 Packet Switching Capability

3.5.1 Definition

Packet Switching Capability. The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Mulitplexers, including but not limited to:
3.5.2 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);
3.5.3 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
3.5.4 The ability to extract data units from the data channels on the loops, and
3.5.5 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.
3.5.6 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
3.5.6.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
3.5.6.2 There are no spare copper loops capable of supporting the xDSL services Covad seeks to offer;
3.5.6.3 BellSouth has not permitted Covad to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point as defined in Section 2 of the Remote Site Collocation Attachment, nor has the Covad obtained a virtual collocation arrangement at these subloop interconnection points as defined by 47 C.F.R. § 51.319 (b); and
3.5.6.4 BellSouth has deployed packet switching capability for its own use.
3.5.7 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

### 3.6 Interoffice Transmission Facilities

BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to Covad for the provision of a telecommunications service.

## $3.7 \quad$ Rates

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

## $3.8 \quad$ Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.9 of this Attachment.

## 4. Unbundled Network Element Combinations

4.1 Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs) 2) Other Non-Switched Transport Combinations 3) UNE Loop/Special Access Combinations and 4) UNE Loop/Port Combinations.
4.2 For purposes of this Section, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

### 4.3 Enhanced Extended Links (EELs)

4.3.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined in Section 4.3.2 below.
4.3.2 Subject to Section 4.3.4 below, BellSouth will provide access to the EEL in the combinations set forth in Section 4.3.5 following. Covad shall provide to BellSouth a letter certifying that Covad is providing a significant amount of local exchange service (as described in Sections 4.3.8.1.1, 4.3.8.1.2, 4.3.8.1.3 or 4.3.8.2) over such combinations. This offering is intended to provide connectivity from an end user's location through that end user's SWC to Covad's POP serving wire center. The circuit must be connected to Covad's switch for the purpose of provisioning telephone exchange service to Covad's end-user customers. The EEL will be connected to Covad's facilities in Covad's collocation space at the POP SWC, or Covad may purchase BellSouth's access facilities between Covad's POP and Covad's collocation space at the POP SWC.
4.3.3 When ordering EEL combinations, Covad shall provide to BellSouth a letter certifying that Covad will provide a significant amount of local exchange service over the requested combination, as described in Section 4.3.6 below, and shall indicated under what local usage option Covad seeks to qualify. Covad shall be deemed to be providing a significant amount of local exchange service if one of the three (3) options set forth in Sections 4.3.8.1.1 through 4.3.8.1.3 is met. BellSouth shall have the right to audit Covad's records to verify that Covad is meeting the applicable local usage requirements. Such audit shall comply with the terms of Section 4.3.8.3 of this Attachment.
4.3.4 BellSouth shall provide EEL combinations to Covad in Georgia, Kentucky, Louisiana, Mississippi and Tennessee regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to Covad those EEL combinations described in Section 4.3 .5 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available EEL combinations to Covad in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs regardless of whether or not such EELs are Currently Combined. Except as stated above, EELs will be provided to Covad only to the extent such network elements are Currently Combined.
4.3.5 EEL Combinations
4.3.5.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
4.3.5.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
4.3.5.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
4.3.5.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
4.3.5.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
4.3.5.6 DS1 Interoffice Channel + DS1 Local Loop
4.3.5.7 DS3 Interoffice Channel + DS3 Local Loop
4.3.5.8 STS-1 Interoffice Channel + STS-1 Local Loop
4.3.5.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
4.3.5.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
4.3.5.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
4.3.5.12 4wire VG Interoffice Channel + 4-wire VG Local Loop
4.3.5.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
4.3.5.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop
4.3.6 To order EELs Covad must meet the requirements in Section 4.3.8.1.1 or 4.3.8.1.2.

### 4.3.7 Special Access Service Conversions

4.3.7.1 Covad may not convert special access services to combinations of loop and transport network elements, whether or not Covad self-provides its entrance facilities (or obtains entrance facilities from a third party), unless Covad uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent Covad requests to convert any special access services to combinations of loop and transport network elements at UNE prices, Covad shall provide to BellSouth a letter certifying that Covad is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option Covad seeks to qualify for conversion of special access circuits. Covad shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:
4.3.7.1.1 Covad certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at Covad's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option,

Covad is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. Covad can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or
4.3.7.1.2 Covad certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at Covad's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or
4.3.7.1.3 Covad certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Covad does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.
4.3.7.2 In addition, there may be extraordinary circumstances where Covad is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 4.3.8. In such case, Covad may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon Covad's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.
4.3.7.3 BellSouth may at its sole discretion audit Covad records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and Covad shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, Covad shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that Covad is not providing a significant amount of
local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from Covad.
4.3.7.4 Covad may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.

### 4.3.8 Rates

4.3.8.1 Georgia, Kentucky, Louisiana, Mississippi and Tennessee
4.3.8.2 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 4.3 .4 whether Currently Combined or new, are as set forth in Exhibit C of this Attachment.
4.3.8.3 For combinations of loop and transport network elements not set forth in Section 4.3.5, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination.
4.3.8.4 To the extent that Covad seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, Covad, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.
4.3.8.5 All Other States
4.3.8.5.1 Subject to the preceding sections, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 4.3.5 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit C of this Attachment.

### 4.3.8.6 Multiplexing

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

### 4.4 Other Non-Switched Combinations

4.4.1 In the state of Georgia, Kentucky, Louisiana, Mississippi and Tennessee, BellSouth shall make available to Covad, in accordance with Section 4.4.2.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to Covad, in accordance with Section 4.4.2.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.
4.4.2 Rates
4.4.2.1 Georgia, Kentucky, Louisiana, Mississippi and Tennessee
4.4.2.1.1 The non-recurring and recurring rates for Other Network Element combinations, whether Currently Combined or new, are as set forth in Exhibit C of this Attachment.
4.4.2.1.2 For Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone nonrecurring and recurring charges of the network elements that make up the combination.
4.4.2.1.3 To the extent that Covad seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, Covad, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.
4.4.2.2 All Other States
4.4.2.2.1 For all other states, the non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non-recurring charge set forth in Exhibit C of this Attachment.

### 4.5 UNE Loop/Special Access Combinations

4.5.1 Additionally, BellSouth shall make available to Covad a new combination of an unbundled loop and tariffed special access interoffice facilities. To the extent Covad will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access
interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 4.3.8.

### 4.5.2 Rates

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

## 5. Port/Loop Combinations

5.1 Combinations of port and loop unbundled network elements along with switching and transport unbundled network elements provide local exchange service for the origination or termination of calls. Port/ loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 2 and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.
5.2 BellSouth shall make available UNE port/loop combinations, regardless of whether such combinations are Currently Combined, so long as such combinations are ordinarily combined in BellSouth's network.
5.2.1 Except as set forth in section 5.3 below, in Georgia, Kentucky, Louisiana, Mississippi and Tennessee, BellSouth shall provide UNE port/loop combinations that are ordinarily combined in BellSouth's network, regardless of whether such combinations are Currently Combined at the cost-based rates in Exhibit C.
5.2.2 In Alabama, Florida, North Carolina and South Carolina, BellSouth shall provide UNE port/loop combinations that are not Currently Combined but that are ordinarily combined in BellSouth's network at the market rates in Exhibit C.
5.2.3 In Alabama, Florida, North Carolina and South Carolina, BellSouth shall provide UNE port/loop combinations that are Currently Combined at the cost-based rates in Exhibit C.
5.3 BellSouth is not required to provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.
5.3.1 BellSouth shall not be required to provide local circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-GastoniaRock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New

Orleans, LA, MSAs to Covad if Covad's customer has 4 or more DS0 equivalent lines.
5.3.2 Notwithstanding the foregoing, BellSouth shall provide combinations of port and loop network elements on an unbundled basis where, pursuant to FCC rules, BellSouth is not required to provide local circuit switching as an unbundled network element and shall do so at the market rates in Exhibit C.
5.6.3 Combination Offerings
5.6.3.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
5.6.3.2 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
5.6.3.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
5.6.3.4 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
5.6.3.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
5.6.3.6 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
5.6.3.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
5.6.3.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

## 6. Transport and Dark Fiber

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

### 6.1. Transport

6.1.1 Definition of Common (Shared) Transport

Common (Shared) Transport is an interoffice transmission path between two BellSouth end-offices, BellSouth end-office and a local tandem, or between two local tandems. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common (Shared) Transport. Common (Shared) Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.
6.1.2 Technical Requirements of Common (Shared) Transport
6.1.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.
6.1.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.
6.1.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.
6.1.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standard technical references.
6.2 Interoffice transmission facility network elements include:
6.2.1 Dedicated transport, defined as BellSouth's transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and Covad.
6.2.2 Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached multiplexing, aggregation or other electronics;
6.2.3 Shared transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network.
6.2.4 BellSouth shall:
6.2.4.1 Provide Covad exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;
6.2.4.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that Covad could use to provide telecommunications services;
6.2.4.3 Permit, to the extent technically feasible, Covad to connect such interoffice facilities to equipment designated by Covad, including but not limited to, Covad's collocated facilities; and
6.2.4.4 Permit, to the extent technically feasible, Covad to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.
6.2.5 Provided that the facility is used to transport a significant amount of local exchange services Covad shall be entitled to convert existing interoffice transmission facilities (i.e., special access) to the corresponding interoffice transport network element option.

### 6.3 Dedicated Transport

6.3.1 Definitions
6.3.2 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.
6.3.3 Unbundled Local Channel
6.3.4 Unbundled Local Channel is the dedicated transmission path between Covad's Point of Presence and the BellSouth Serving Wire Center's collocation.
6.3.5 Unbundled Interoffice Channel.
6.3.6 Unbundled Interoffice Channel is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.
6.3.7 BellSouth shall offer Dedicated Transport in each of the following ways:
6.3.7.1 As capacity on a shared UNE facility.
6.3.7.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to Covad. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.
6.3.8 When Dedicated Transport is provided it shall include:
6.3.8.1 Transmission equipment such as, line terminating equipment, amplifiers, and regenerators;
6.3.8.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.
6.3.9 Rates for Dedicated Transport are listed in this Attachment. For those states that do not contain rates in this Attachment the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, these interim rates will be subject to true up, and the Parties will amend the Agreement to reflect the new rates.
6.3.10 Technical Requirements
6.3.10.1 This Section sets forth technical requirements for all Dedicated Transport.
6.3.10.2 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to Covad designated traffic.
6.3.10.3 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, (1) DS0, DS1 and DS3 transport services, and (2) SONET at available transmission bit rates.
6.3.10.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.
6.3.10.5 Where applicable, for DS3, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
6.3.10.6 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
6.3.10.6.1 DS0 Equivalent;
6.3.10.6.2 DS1 (Extended SuperFrame - ESF);
6.3.10.6.3 DS3 (signal must be framed);
6.3.10.6.4 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G. 707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
6.3.10.6.5 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by Covad.
6.3.11 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.
6.3.11.1 BellSouth Technical References:
6.3.11.2 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
6.3.11.3 TR 73501 LightGate ${ }^{\circledR}$ Service Interface and Performance Specifications, Issue D, June 1995.
6.3.11.4 TR 73525 MegaLink ${ }^{\circledR}$ Service, MegaLink Channel Service \& MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

### 6.4 Unbundled Channelization

6.4.1 BellSouth agrees to offer access to Unbundled Channelization when available pursuant to following terms and conditions and at the rates set forth in the Attachment.
6.4.2 Definition
6.4.2.1 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. This can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, Covad can have channels activated on an as-needed basis by having BellSouth connect lower level UNEs via Central Office Channel Interfaces (COCIs).
6.4.3 Channelization capabilities will be as follows:
6.4.3.1 DS3 Channelization System: An element that channelizes a DS3 signal into 28 DS1s/STS-1s.
6.4.3.2 DS1 Channelization System: An element that channelizes a DS1 signal into 24 DS0s.
6.4.3.3 Central Office Channel Interfaces (COCI): Elements that can be activated on a channelization system.
6.4.4 DS1 Central Office Channel Interface elements can be activated on a DS3 Channelization System.
6.4.5 Voice Grade and Digital Data Central Office Channel Interfaces can be activated on a DS1 Channelization System.
6.4.6 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.
6.4.7 COCI will be billed on the lower level UNE order that is interfacing with the UC arrangement and will have to be compatible with those UNEs.
6.4.8 Channelization may be incorporated within dedicated transport or ordered as a standalone capability, which requires either the high or low speed side to be connected to collocation.
6.4.9 Technical Requirements
6.4.9.1 In order to assure proper operation with BST provided central office multiplexing functionality, the customer's channelization equipment must adhere strictly to form and protocol standards. Separate standards exist for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for subrate digital access.
6.4.9.2 DS0 to DS1 Channelization
6.4.9.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, Digital Hierarchy Formats Specifications and ANSI T1.403.02, DS1 Robbed-bit Signaling State Definitions. DS0 to DS1 Channelization requirements are essential the same as defined in BellSouth Technical Reference 73525, MegaLink ${ }^{\circledR}$ Service, MegaLink ${ }^{\circledR}$ Channel Service, MegaLink ${ }^{\circledR}$ Plus Service, and MegaLink ${ }^{\circledR}$ Light Service Interface and Performance Specification.
6.4.9.3 DS1 to DS3 Channelization
6.4.9.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, Digital Hierarchy Formats Specifications. DS1 to DS3 Channelization requirements are essentially the same as defined in BellSouth Technical Reference 73501,

LightGate ${ }^{\circledR}$ Service Interface and Performance Specifications. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS 1 s into a DS3.
6.4.9.4 DS1 to STS Channelization
6.4.9.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, Synchronous Optical Network (SONET) - Basic Description Including Multiplex Structure, Rates and Formats and T1.105.02, Synchronous Optical Network (SONET) - Payload Mappings. DS1 to STS Channelization requirements are essentially the same as defined in BellSouth Technical Reference TR 73501, LightGate ${ }^{\circledR}$ Service Interface and Performance Specifications.

### 6.5 Dark Fiber

The terms, conditions and rates for Dark Fiber are as set forth in Section 2.7 of this Attachment.

### 6.6 Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.9 of this Attachment.

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

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of 8XX Access Ten Digit Screening Services.
7.1 BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database
7.1.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (herein known as 8 XX SCP) is a SCP that contains customer record information and functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (herein know as 8XX TFD), utilizes the 8XX SCP to provide identification and routing of the 8XX calls, based on the ten digits dialed. 8XX TFD is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Covad. BellSouth shall provide 8XX TFD in accordance with the following:

### 7.1.2 Technical Requirements

7.1.2.1 BellSouth shall provide Covad with access to the 8XX record information located in the 8XX SCP. The 8XX SCP contains current records as received from the national SMS and will provide for routing 8XX originating calls based on the dialed ten-digit 8XX number.
7.1.2.2 The 8XX SCP is designated to receive and respond to queries using the American National Standard Specification of Signaling System Seven (SS7) protocol. The 8XX SCP shall determine the carrier identification based on all ten digits of the dialed number and route calls to the carrier, POTS number, dialing number and/or other optional feature selected by Covad.
7.1.2.3 The SCP shall also provide, at Covad's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:
7.1.2.3.1 Network Management;

### 7.1.2.3.2 Customer Sample Collection; and

7.1.2.3.3 Service Maintenance.

### 7.2 Automatic Location Identification/Data Management System (ALI/DMS)

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

### 7.3 Rates

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

## 8 Line Information Database (LIDB)

8.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of LIDB.
8.2 BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

### 8.2.1 Definition

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

### 8.2.3 Technical Requirements

8.2.4 BellSouth will offer to Covad any additional capabilities that are developed for LIDB during the life of this Agreement.
8.2.4.1 BellSouth shall process Covad's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Covad what additional functions (if any) are performed by LIDB in the BellSouth network.
8.2.4.2 Within two (2) weeks after a request by Covad, BellSouth shall provide Covad with a list of the customer data items, which Covad would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.
8.2.4.3 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed 30 minutes per year.
8.2.4.4 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.
8.2.4.5 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
8.2.4.6 All additions, updates and deletions of Covad data to the LIDB shall be solely at the direction of Covad. Such direction from Covad will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
8.2.4.7 BellSouth shall provide priority updates to LIDB for Covad data upon Covad's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
8.2.4.8 BellSouth shall provide LIDB systems such that no more than $0.01 \%$ of Covad customer records will be missing from LIDB, as measured by Covad audits. BellSouth will audit Covad records in LIDB against DBAS to identify record mismatches and provide this data to a designated Covad contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to Covad within one business day of audit. Once reconciled records are received back from Covad, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact Covad to negotiate a time frame for the updates, not to exceed three business days.
8.2.4.9 BellSouth shall perform backup and recovery of all of Covad's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
8.2.4.10 BellSouth shall provide Covad with LIDB reports of data, which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between Covad and BellSouth.
8.2.4.11 BellSouth shall prevent any access to or use of Covad data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by Covad in writing.
8.2.4.12 BellSouth shall provide Covad performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Covad at least at parity with BellSouth Customer Data. BellSouth shall obtain from Covad the screening
information associated with LIDB Data Screening of Covad data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to Covad under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.
8.2.4.13 BellSouth shall accept queries to LIDB associated with Covad customer records, and shall return responses in accordance with industry standards.
8.2.4.14 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
8.2.4.15 BellSouth shall provide processing time at the LIDB within 1 second for $99 \%$ of all messages under normal conditions as defined in industry standards.

### 8.2.5 Interface Requirements

8.2.6 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
8.2.6.1 The interface to LIDB shall be in accordance with the technical references contained within.
8.2.6.2 The CCS interface to LIDB shall be the standard interface described herein.
8.2.6.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

### 8.3 Rates

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

## $9 \quad$ Signaling

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

### 9.3 Signaling Link Transport

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

### 9.3.2 Technical Requirements

9.3.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.
9.3.3 Of the various options available, Signaling Link Transport shall perform in the following two ways:
9.3.3.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and
9.3.3.2 As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).
9.3.4 Signaling Link Transport shall consist of two or more signaling link layers as follows:
9.3.4.1 An A-link layer shall consist of two links.
9.3.4.2 A B-link layer shall consist of four links.
9.3.5 A signaling link layer shall satisfy a performance objective such that:
9.3.5.1 There shall be no more than two minutes down time per year for an A-link layer; and
9.3.5.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.
9.3.5.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
9.3.5.3.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
9.3.5.3.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

### 9.3.5.4 Interface Requirements

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

### 9.4 Signaling Transfer Points (STPs)

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

### 9.4.2 Technical Requirements

9.4.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:
9.4.2.1.1 BellSouth Local Switching or Tandem Switching;
9.4.2.1.2 BellSouth Service Control Points/DataBases;
9.4.2.1.3 Third-party local or tandem switching;
9.4.2.1.4 Third-party-provided STPs.
9.4.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This explicitly includes the use of the BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transient messages). When the BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
9.4.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between a Covad local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Covad local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
9.4.2.4 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
9.4.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a Covad or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Covad database, then Covad agrees to provide BellSouth with the Destination Point Code for the Covad database.
9.4.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:

### 9.4.2.6.1 MTP Routing Verification Test (MRVT); and

### 9.4.2.6.2 SCCP Routing Verification Test (SRVT).

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

### 9.4.2.9 $\underline{\text { SS7 Advanced Intelligent Network (AIN) Access }}$

9.4.2.9.1 When technically feasible and upon request by Covad, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the Covad SS7 network to exchange TCAP queries and responses with a Covad SCP.
9.4.2.9.2 SS7 AIN Access shall provide Covad SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and Covad SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Covad SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

### 9.4.3 Interface Requirements

9.4.3.1 BellSouth shall provide the following STPs options to connect Covad or Covaddesignated local switching systems or STPs to the BellSouth SS7 network:
9.4.3.1.1 An A-link interface from Covad local switching systems; and,
9.4.3.1.2 A B-link interface from Covad local STPs.
9.4.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.
9.4.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a crossconnect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting Covad local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Covad will work jointly to establish mutually acceptable SPOIs.
9.4.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and Covad will work jointly to establish mutually acceptable SPOIs.
9.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
9.4.3.6 Message Screening

Version 1Q00:3/6/00
9.4.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from Covad local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Covad switching system has a legitimate signaling relation.
9.4.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from Covad local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Covad switching system has a legitimate signaling relation.
9.4.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Covad from any signaling point or network interconnected through BellSouth's SS7 network where the Covad SCP has a legitimate signaling relation.
9.4.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the applicable industry standard technical references.

### 9.5 Service Control Points/Databases

### 9.5.1 Definition

9.5.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.
9.5.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

### 9.5.3 Technical Requirements for SCPs/Databases

9.5.3.1 Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to Covad in accordance with the following requirements.
9.5.3.2 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
9.5.3.3 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
9.5.3.4 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

### 9.5.4 Database Availability

9.5.4.1 Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers, which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.
9.5.4.2 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for Covad customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

### 9.6 Local Number Portability Database

### 9.6.1 Definition

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

### 9.7 SS7 Network Interconnection

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

Version 1Q00:3/6/00
9.7.3.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:
9.7.3.1.1 BellSouth local or tandem switching systems;
9.7.3.1.2 BellSouth DBs; and
9.7.3.1.3 Other third-party local or tandem switching systems.
9.7.4 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and Covad or other third-party switching systems with A-link access to the BellSouth SS7 network.
9.7.5 If traffic is routed based on dialed or translated digits between a Covad local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the Covad local STPs and BellSouth or other third-party local switch.
9.7.6 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).
9.7.7 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:
9.7.7.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
9.7.7.2 Signaling Link functions, as specified in ANSI T1.111.3; and
9.7.7.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
9.7.8 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a Covad local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of
messages to a gateway pair of Covad local STPs, and shall not include SCCP Subsystem Management of the destination.
9.7.9 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
9.7.10 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
9.7.11 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.
9.7.12 SS7 Network Interconnection shall be equal to or better than the following performance requirements:
9.7.12.1 MTP Performance, as specified in ANSI T1.111.6;
9.7.12.2 SCCP Performance, as specified in ANSI T1.112.5; and
9.7.12.3 ISDNUP Performance, as specified in ANSI T1.113.5.

### 9.7.13 Interface Requirements

9.7.13.1 BellSouth shall offer the following SS7 Network Interconnection options to connect Covad or Covad-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
9.7.13.1.1 A-link interface from Covad local or tandem switching systems; and
9.7.13.1.2 B-link interface from Covad STPs.
9.7.13.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a crossconnect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting Covad local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Covad will work jointly to establish mutually acceptable SPOI.
9.7.13.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the
failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and Covad will work jointly to establish mutually acceptable SPOI.
9.7.13.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
9.7.13.5 BellSouth shall set message screening parameters to accept messages from Covad local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Covad switching system has a legitimate signaling relation.
9.7.13.6 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the applicable industry standard technical references.

### 9.8 Rates

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

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

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

### 10.2 Operator Systems

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

### 10.3 Operator Service

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

### 10.3.2 Requirements

10.3.2.1 When Covad requests BellSouth to provide Operator Services, the following requirements apply:
10.3.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.
10.3.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.
10.3.2.1.3 BellSouth shall process calls that are billed to Covad end user's calling card that can be validated by BellSouth.
10.3.2.1.4 BellSouth shall complete person-to-person calls.
10.3.2.1.5 BellSouth shall complete collect calls.
10.3.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.
10.3.2.1.7 BellSouth shall complete station-to-station calls.
10.3.2.1.8 BellSouth shall process emergency calls.
10.3.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.
10.3.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.
10.3.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
10.3.2.1.12 BellSouth shall adhere to equal access requirements, providing Covad local end users the same IXC access as provided to BellSouth end users.
10.3.2.1.13 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to Covad that BellSouth provides for its own operator service.
10.3.2.1.14 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
10.3.2.1.15 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by Covad.
10.3.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to Covad in accordance with CLEC ODUF standards specified in Attachment 7.

### 10.3.3 Interface Requirements

10.3.3.1 With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of Covad, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

### 10.4 Directory Assistance Service

10.4.1 Definition. Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.
10.4.2 Requirements
10.4.3 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Covad's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. If not available, Covad may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

### 10.4.4 Directory Assistance Service Updates

10.4.4.1 BellSouth shall update end user listings changes daily. These changes include:
10.4.4.1.1 New end user connections: BellSouth will provide service to Covad that is equal to the service it provides to itself and its end users;
10.4.4.1.2 End user disconnections: BellSouth will provide service to Covad that is equal to the service it provides to itself and its end users; and
10.4.4.1.3 End user address changes: BellSouth will provide service to Covad that is equal to the service it provides to itself and its end users;
10.4.4.1.4 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
10.4.5 Branding for Operator Call Processing and Directory Assistance
10.4.5.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to Covad end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows Covad to have its calls custom branded with Covad's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.
10.4.5.2 BellSouth offers four service levels of branding to Covad when ordering Directory Assistance and/or Operator Call Processing.
10.4.5.2.1 Service Level 1 - BellSouth Branding
10.4.5.2.2 Service Level 2 - Unbranded
10.4.5.2.3 Service Level 3 - Custom Branding
10.4.5.2.4 Service Level 4 - Self Branding (applicable only to Covad for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).
10.4.6 For Resellers and Use with an Unbundled Port
10.4.6.1 BellSouth Branding is the Default Service Level.
10.4.6.2 Unbranding, Custom Branding, and Self Branding require Covad to order selective routing for each originating BellSouth end office identified by Covad. Rates for Selective Routing are set forth in this Attachment.
10.4.6.3 Customer Branding and Self Branding require Covad to order dedicated trunking from each BellSouth end office identified by Covad, to either the BellSouth Traffic Operator Position System (TOPS) or Covad Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.
10.4.6.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Covad to the BellSouth TOPS. These calls are routed to "No Announcement."
10.4.7 For Facilities Based Carriers
10.4.7.1 All Service Levels require Covad to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.
10.4.7.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which Covad requires service.
10.4.8 Directory Assistance customized branding uses:
10.4.8.1 the recording of the name;
10.4.8.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.
10.4.9 Operator Call Processing customized branding uses:
10.4.9.1 the recording of the name;
10.4.9.2 the front-end loading of the DRAM in the TOPS Switch;
10.4.9.3 the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);
10.4.9.4 the 0 - automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).
10.4.9.5 BellSouth will provide to Covad purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. Covad end users may use the same dialing arrangements as BellSouth end users, but obtain a Covad branded service.

### 10.5 Directory Assistance Database Service (DADS)

10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to Covad end users. The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)). Covad agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, Covad agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, Covad authorizes the inclusion of Covad Directory Assistance listings in the BellSouth Directory Assistance products.
10.5.2 BellSouth shall provide Covad initially with a base file of subscriber listings which reflect all listing change activity occurring since Covad's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by Covad and BellSouth. Covad agrees to assume the costs associated with CONNECT: Direct ${ }^{\mathrm{TM}}$ connectivity, which will vary depending upon volume and mileage.
10.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to Covad on a Business, Residence, or combined Business and Residence basis. Covad agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after Covad receives the Base File.
10.5.4 BellSouth is authorized to include Covad Directory Assistance Listing Information in its Directory Assistance Database Service (DADS). Any other use by BellSouth of Covad Directory Assistance Listing Information is not authorized and with the exception of a request for DADS, BellSouth shall refer any request for such information to Covad.
10.5.5 Rates for DADS are as set forth in this Attachment.

### 10.6 Direct Access to Directory Assistance Service

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

### 10.7 Automatic Location Identification/Data Management System (ALI/DMS)

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

### 10.7.2 Technical Requirements

10.7.2.1 BellSouth shall offer Covad a data link to the ALI/DMS database or permit Covad to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Covad immediately after Covad inputs information into the ALI/DMS database. Alternately, Covad may utilize BellSouth, to
enter end user information into the data base on a demand basis, and validate end user information on a demand basis.
10.7.2.2 The ALI/DMS database shall contain the following end user information:
10.7.2.2.1 Name;
10.7.2.2.2 Address;
10.7.2.2.3 Telephone number; and
10.7.2.2.4 Other information as appropriate (e.g., whether a end user is blind or deaf or has another disability).
10.7.2.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless Covad requests otherwise and shall be updated if Covad requests, provided Covad supplies BellSouth with the updates.
10.7.2.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.
10.7.2.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.
10.7.3 Interface Requirements

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

### 10.8 Rates

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

## 11. Calling Name (CNAM) Database Service

11.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of CNAM.
11.2 The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit $B$ to this Attachment. Covad must provide to its account manager a written request with a requested activation date to activate this service. If Covad is interested in requesting CNAM with volume and term pricing, Covad must contact its account manager to request a separate CNAM volume and term Agreement.
11.3 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the applicable industry standard technical references.

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

11.4.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Covad the capability that will allow Covad and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.
11.4.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to Covad. Scheduling procedures shall provide Covad equivalent priority to these resources.
11.4.2 BellSouth SCP shall partition and protect Covad service logic and data from unauthorized access, execution or other types of compromise.
11.4.3 When Covad selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Covad to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
11.4.4 When Covad selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. Covad access will be provided via remote data connection (e.g., dial-in, ISDN).
11.4.5 When Covad selects SCE/SMS AIN Access, BellSouth shall allow Covad to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).

### 11.5 Rates

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

## 12. Basic 911 and E911

12.1 All of the negotiated terms and conditions set forth in this Section pertain to the provision of Basic 911 and E911.
12.2 If Covad orders network elements and other services, then Covad is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

### 12.3 Definition

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

### 12.5 Requirements

12.5.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to Covad a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911 . Covad will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10 -digit directory number as stated on the list provided by BellSouth. Covad will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Covad will be required to discontinue the Basic 911 procedures and begin using E911 procedures.
12.5.2 E911 Service Provisioning. For E911 service, Covad will be required to install a minimum of two dedicated trunks originating from the Covad serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital ( $1.544 \mathrm{Mb} / \mathrm{s}$ ) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. Covad will be required to provide BellSouth daily updates to the E911 database. Covad will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, Covad will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's
interoffice network and will not carry the ANI of the calling party. Covad shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.
12.5.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on Covad beyond applicable charges for BellSouth trunking arrangements.
12.5.4 Basic 911 and E911 functions provided to Covad shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.
12.5.5 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and Covad to follow in providing 911/E911 services.

## 13. True-Up

## This section applies only to other rates that are interim or expressly subject to true-up under this attachment.

13.1 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:
13.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the trueup can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such trueup, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.
13.3 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the

Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General
Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.
13.4 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
(a) BellSouth and Covad are entitled to be a full Party to the proceeding;
(b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
(c) It shall include as an issue the geographic deaveraging of network element and other services prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

## EXHIBIT A

## LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

## I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Covad and pursuant to which BellSouth, its LIDB customers and Covad shall have access to such information. Covad understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Covad, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.
B. LIDB is accessed for the following purposes:

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

Covad understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Covad further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, Covad understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on Covad's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its
supporting systems the means to differentiate Covad's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:
(a) Covad agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for Covad's end user accounts which are resident in LIDB pursuant to this Agreement. Covad authorizes BellSouth to place such charges on Covad's bill from BellSouth and agrees that it shall pay all such charges. Charges for which Covad hereby takes responsibility include, but are not limited to, collect and third number calls.
(b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
(c) Covad shall have the responsibility to render a billing statement to its end users for these charges, but Covad's obligation to pay BellSouth for the charges billed shall be independent of whether Covad is able or not to collect from Covad's end users.
(d) BellSouth shall not become involved in any disputes between Covad and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Covad. It shall be the responsibility of Covad and the other entity to negotiate and arrange for any appropriate adjustments.

## II. TERM

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

## III. FEES FOR SERVICE AND TAXES

A. Covad will not be charged a fee for storage services provided by BellSouth to Covad, as described in Section I of this Agreement.
B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Covad. Covad shall have the right to have BellSouth contest with the imposing jurisdiction, at Covad's expense, any such taxes that Covad deems are improperly levied.

## IV. MISCELLANEOUS

A. This LIDB Storage Agreement shall be subject to the terms and conditions of the Interconnection Agreement between Covad and BellSouth.

# FACILITIES BASED ADDENDUM TO LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT 

This is a Facilities Based Addendum to the Line Information Data Base Storage
Agreement dated $\qquad$ , between BellSouth
Telecommunications, Inc. ("BellSouth"), and $\qquad$ ("Covad"), effective the $\qquad$ day of $\qquad$ .

## I. GENERAL

This Addendum sets forth the terms and conditions for Covad's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by Covad, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

## II. DEFINITIONS

A. Billing number - a number that Covad creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
B. Line number - a ten digit number that identifies a telephone line administered by Covad.
C. Special billing number - a ten digit number that identifies a billing account established by Covad.
D. Calling Card number - a billing number plus PIN number.
E. PIN number - a four digit security code assigned by Covad which is added to a billing number to compose a fourteen digit calling card number.
F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Covad.
G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by Covad.

## III. RESPONSIBILITIES OF PARTIES

A. Covad will provide its billing number information to BellSouth's LIDB each business day by a method that has been mutually agreed upon by both Parties.
B. BellSouth will store in its LIDB the billing number information provided by Covad. Under normal operating conditions, BellSouth shall include Covad's billing number information in its LIDB no later than two business days following BellSouth's receipt of such billing number information, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of Covad's working telephone numbers.
C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
D. BellSouth is authorized to use the billing number information provided by Covad to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by Covad, and where the last four digits (PIN) are a security code assigned by Covad.
2. Determine whether Covad or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.
E. Covad will provide its own billing number information to BellSouth for storage and to be used for Billed Number Screening and Calling Card Validation. Covad will arrange and pay for transport of updates to BellSouth.

## IV. COMPLIANCE

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

## EXHIBIT B

## CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

## 1. Definitions

For the purpose of this Attachment, the following terms shall be defined as:
CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides Covad the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

## 2. Attachment

2.1 This Attachment contains the terms and conditions where BellSouth will provide to the Covad access to the BellSouth CNAM SCP for query or record storage purposes.
2.2 Covad shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to Covad's access to BellSouth's CNAM Database Services and shall be addressed to Covad's Account Manager.

## 3. Physical Connection and Compensation

3.1 BellSouth's provision of CNAM Database Services to Covad requires interconnection from Covad to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.
3.2 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, Covad shall provide its own CNAM SSP. Covad's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
3.3 If Covad elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that Covad desires to query.

### 3.4 Out-Of-Region Customers

If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

## 4. CNAM Record Initial Load and Updates

4.1 The mechanism to be used by Covad for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be
provided by Covad in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of Covad to provide accurate information to BellSouth on a current basis.
4.2 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
4.3 Covad CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.


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|  | $66^{\prime} 61$ | $66^{\prime} 61$ | $66^{\prime} 6$ | $66^{\prime} 6$ |  |  | $88^{\prime \prime} 1$ | SL＇Z1 | 0t＇62 | 9200 | $82^{\circ} 0$ | 2女İへ | XSd ${ }^{\text {a }}$ |  |  |  |  |  |
|  | 66.61 | 66.61 | 66.61 | 66.61 |  |  | $88^{\circ}+1$ | SL̇て！ | 0ヤ＇62 | 9 ${ }^{\circ} 0 \mathrm{O}$ | $88^{\circ} 0$ | 2บเィ | 9Sd ${ }^{\text {n }}$ |  |  |  |  |  |
|  | $66^{6} 61$ | $66^{6} 61$ | $66^{6} 61$ | $66 \cdot 61$ |  |  | 88＇ 11 | Sぐ21 | 0t＇62 | 91．0¢ | $82^{\circ}$ | て女ㅋィ | ヨSdヨn |  |  |  |  |  |
|  | 66.61 | 66.61 | 66.61 | 66.61 |  |  | 88＇म | SL＇21 | 0t＇62 | 91．0¢ | $82^{\circ}$ | टУเヨ＾ | dSdヨn |  |  |  |  |  |
|  | 66.61 | 66.61 | 66.61 | 66.61 |  |  | $88 \cdot 1+$ | Sぐ21 | 0ヵ＇62 | 9＜．08 | $82^{\circ}$ | 己Уㅏ․ ${ }^{\text {d }}$ | Xपd ${ }^{\text {an }}$ |  |  |  |  |  |
|  | $66^{\prime} 61$ | $66^{\prime} 61$ | $66^{\prime} 61$ | $66^{\prime} 61$ |  |  | $88^{\prime \prime} 1+$ | SL＇zt | 0ヵ＇62 | 9＜＇08 | $82^{\circ}$ | 2पİ＾ | YSd ${ }^{\text {n }}$ |  |  |  |  |  |
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|  | nvwos | Newos | nwos | nwos | nwwos | Owwos | ${ }^{1.9 P 4}$ | ${ }^{1514}$ | ${ }^{1.9 P 4}$ | ${ }^{1814}$ | ${ }^{\text {0，8 }}$ |  |  |  |  |  |  |  |
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| 66.61 | $66^{61}$ | 66.61 | 66.61 |  |  |  |  |  | \＆9＇LL। | 007sก | OOdヨn | ${ }^{2}$ |  |  |  |  |
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|  |  |  |  |  |  |  | 8＜ 01 |  |  |  | H＇6 | H＇6 |  | x＜W7n | 13ก |  |  |  |  |
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|  |  |  |  |  |  |  | 8＜01 |  | Et＇s6 | ¢8．891 | St 200 | 00＇ZLS＇${ }^{\text {c }}$ | $00^{\circ} 688^{\prime} 1$ | $t \pm 8 \mathrm{Sn}$ | 8 B 7 C |  |  |  |  |
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|  |  |  |  |  |  |  | $8 L^{\circ} \mathrm{OL}$ |  | عと＇H | 99：8t | \＆tてs | 2L＇06 | $88^{\circ} \downarrow 2$ | dugen | 7an | 2 |  |  |  |
|  |  |  |  |  |  |  | 8 $2 \cdot 01$ |  | \＆$\varepsilon^{\prime} \downarrow$ | 99．88 | \＆゙で | 2L＇06 | 29．41 | dugsn | 7 n | 1 |  |  |  |
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|  | $66^{61}$ | $66^{\prime} 61$ | 66.61 | 66.61 |  |  |  |  | 0921 | 09＇z1 | 09\％ | เヤㅏㅋㅅ | OOdヨ |  |  |  |  |
|  | 66.61 | 66.61 | 66.61 | 66.61 |  |  |  |  | 09 Zl | 09 Zl | $08^{\circ}$ | 乙पІヨ＾ | XIdヨ |  |  |  |  |
|  | $66^{6} 6$ | 66＇61 | $66^{6} 6$ | $66^{6} 6$ |  |  |  |  | 092 | 09＇Z1 | $08^{\circ}$ | 2પเヨ入 | XSdヨ |  |  |  |  |
|  | $66^{6} 61$ | 66＇61 | $66^{6} 6$ | $66^{6} 6$ |  |  |  |  | 092\％ | 09\％21 | $08^{\circ}$ | 2પㅣㅅ | 9Sdヨ |  |  |  |  |
|  | 66.61 | $66^{6} 6$ | 66.61 | 66.61 |  |  |  |  | 09 Zt | 09＇Z1 | $0 \varepsilon^{\circ}$ | 2女เヨ＾ | \＃Sdヨ |  |  |  |  |
|  | 66.61 | 66.61 | 66.61 | 66.61 |  |  |  |  | 09て1 | 09 zt | $0 \varepsilon^{\circ} 0$ | टपเヨ＾ | dSdヨn |  |  |  |  |
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|  |  |  | 2＇91 | 9t＇st |  |  | 19 Zt | 19 Zt | LZ＇H | L6＇Z1 |  | OJONก | xionn |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  | 99＇8 | $20 \cdot \mathrm{zl}$ | $\angle \varepsilon^{\prime} \varepsilon$ | $\forall$ OIOn | XNONก |  |  |  |  |  |
|  |  |  | で「 | 2681 |  |  |  |  | $88^{\circ} 081$ | 8¢＇๕¢ | 4100 | X27⿺ก | XNON | $\varepsilon$ |  |  |  |  |
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|  |  |  | で「 | ＋681 |  |  |  |  | $88^{\circ} 081$ | $8 \varepsilon \varepsilon \varepsilon \varepsilon$ | Lて＇Gz | X27⿺ก | XNON | 2 |  |  |  |  |
|  |  |  | で「 | 2681 |  |  |  |  | $88^{\circ} 081$ |  | $68^{\prime} 12$ | x＜71ก | XNON | 1 |  |  |  |  |
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|  | ${ }^{16}$＇$\varepsilon$ | L＇H | $88^{\circ} \mathrm{L}$ | L9＇$¢$ |  |  | 16.8 |  | St＇8 | SZ＇st | がてz | $68^{\prime}$ | YОdヨก | 00dヨก |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  | $16 \cdot \varepsilon$ | LH＇H | $88^{\circ} \mathrm{L}$ | L9 ¢ $^{\text {¢ }}$ |  |  | 16.8 |  | $95^{\text {c }}$ | SZ＇st | け＇zて | $68^{\prime}$ | ryd ${ }^{\text {a }}$ | OJdヨ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | $16 \cdot \varepsilon$ | L $1+$ | 88. | L9＇$¢$ |  |  | 16.8 |  | St＇8 | Sて＇st | か＇こて | $68^{\prime}$ | HOdヨ | OJdヨ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  | $\frac{66^{\prime} 61}{16 \%}$ | ${ }^{\text {6\％}}$ | ${ }^{66} 8^{\circ} 61$ | 66＇61 <br> $198 \varepsilon$ |  |  |  |  |  | $\stackrel{\text { t9＇tr }}{00}$ | t9， 001 000 | $00^{\circ}$ | 2SVSn | Xdd ${ }^{\text {n }}$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  | $16 . \varepsilon$ | L1．+ | $88^{\circ}$ | L9＇$\varepsilon$ |  |  | 16 |  | St 8 | ǧst | もして | 62 |  | xadan |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| $66^{6}$ | $66^{61}$ | 6661 | 6661 |  |  | 89.2 | 86.08 | 19212 | ぐて¢8 | 8！92 | ston | 10n | ${ }^{\text {z }}$ |  |  |  |  |
| 66.61 | 66.61 | $66^{61}$ | 66.61 |  |  | 89 Lz | 86.081 | 19812 | ぐてを8 | 99゙って | stion | 70n | ＋ |  |  |  |  |
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| 66＇61 | 66.6 | $66^{61}$ | 66.61 |  |  | 98＇91 | t2001 | 68＇かし | 98.061 | ＋6＇ 88 | м мาวก | $70 n$ | $\varepsilon$ |  |  |  |  |
| 6661 | 6661 | $66^{61}$ | 6661 |  |  | 989 | ＋2001 | 68 ¢11 | 98061 | 91＇69 | м270ก | 70n | 乞 |  |  |  |  |
| $66 \cdot 6$ | 6661 | 6661 | 6661 |  |  | 98＇s！ | ＋2001 | 68 ¢い | 98.061 | LLL | M270 | $70 n$ | 1 |  |  |  |  |
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|  | UNEP CLEC |  |
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                    acily Based CLEC
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## ATTACHMENT 3

## NETWORK INTERCONNECTION

## TABLE OF CONTENTS

1. GENERAL ..... 3
2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT) ..... 3
3. NETWORK INTERCONNECTION ..... 4
4. INTERCONNECTION TRUNK GROUP ARCHITECTURES ..... 6
5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION ..... 13
6. LOCAL DIALING PARITY ..... 15
7. INTERCONNECTION COMPENSATION ..... 16
8. FRAME RELAY SERVICE INTERCONNECTION ..... 21
9. OPERATIONAL SUPPORT SYSTEMS (OSS) ..... 24
Rates Exhibit ABasic Architecture
One Way ArchitectureTwo Way ArchitectureSupergroup Architecture

Exhibit B
Exhibit C
Exhibit D
Exhibit E

## NETWORK INTERCONNECTION

## 1. GENERAL

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-bound Traffic, and exchange access (Switched Access Traffic) on the following terms:
2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT)
2.1 For purposes of this attachment only, the following terms shall have the definitions set forth below:
2.1.1 Call Termination has the meaning set forth for "termination" in 47CFR § 51.701(d).
2.1.2 Call Transport has the meaning set forth for "transport" in 47 CFR § 51.701(c).
2.1.3 Call Transport and Termination is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.
2.1.4 Common (Shared) Transport is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide ("LERG").
2.1.5 Dedicated Interoffice Facility is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.
2.1.6 End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
2.1.7 Fiber Meet is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.
2.1.8 Interconnection Point ('IP") is the physical telecommunications equipment interface that interconnects the networks of BellSouth and Covad.
2.1.9 ISP-bound Traffic is as defined in Section 7 of this Attachment.
2.1.10 Local Channel is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.
2.1.11 Local Traffic is as defined in Section 7 of this Attachment.
2.1.12 Serving Wire Center is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
2.1.13 Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
2.1.14 Transit Traffic is traffic originating on Covad's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by BellSouth and delivered to Covad's network.

## 3. NETWORK INTERCONNECTION

3.1 This Attachment pertains only to the provision of network interconnection where Covad owns and provides its switch(es).
3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request process set out in this Agreement.
3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic and ISP-bound Traffic.
3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic and ISP-bound Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic and ISP-bound Traffic to the other Party for Call Transport and Termination by the terminating Party.
3.2.3 When first establishing the interconnection arrangement in each LATA, the location of the IP shall be established by mutual agreement of the Parties. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties. If the Parties are unable to agree on the location of the IP, each Party will designate IPs for its originated traffic. Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-bound Traffic exceeds 8.9 million minutes per month for three consecutive months at the proposed location of the additional IP. BellSouth will not request the establishment of an IP where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, the Parties must agree to the location of the $\operatorname{IP}(\mathrm{s})$.

### 3.3 Interconnection via Dedicated Facilities

3.3.1 Local Channel Facilities. As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of Local Channel facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates.
3.3.2 Dedicated Interoffice Facilities. As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth's applicable access tariff rates.
3.3.3 The facilities purchased pursuant to this Section 3 shall be ordered via the Access Service Request ("ASR") process.

## $3.4 \quad$ Fiber Meet

3.4.1 If Covad elects to interconnect with BellSouth pursuant to a Fiber Meet, Covad and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission
system. However, Covad's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.
3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.
3.4.3 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the Covad Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification ("CLLI") code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.
3.4.4 Upon verbal request by Covad, BellSouth shall allow Covad access to the fusion splice point for the Fiber Meet point for maintenance purposes on Covad's side of the Fiber Meet point.
3.4.5 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic. All other appropriate charges will apply. Covad shall be billed for a mixed use of the Local Channel as set forth in the appropriate tariff(s) using the PIU/PLF factors supplied by Covad. Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

## 4. INTERCONNECTION TRUNK GROUP ARCHITECTURES

4.1 BellSouth and Covad shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the LERG.
4.2 Covad shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Covad's originated Local Traffic and for the receipt and delivery of Transit Traffic. To the extent Covad desires to deliver Local Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which Covad has established interconnection trunk groups, Covad shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.
4.2.1 Notwithstanding the forgoing, Covad shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Covad has
homed (i.e. assigned) its NPA/NXXs. Covad shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. Covad shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.
$4.3 \quad$ Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on Covad's NXX access tandem homing arrangement as specified by Covad in the LERG.

Any Covad interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to Covad from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require Covad to submit a Bona Fide Request/New Business Request (BFR/NBR) via the BFR/NBR Process as set forth in this Agreement.
4.5 Recurring and non-recurring rates associated with interconnecting trunk groups between BellSouth and Covad are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth tariff for switched access services.
4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at $50 \%$ of the nonrecurring and recurring rates for dedicated trunks and facilities. Covad shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
4.8 In cases where Covad is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Local Interconnection Switching Center (LISC) Project Management Group and Covad's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 96 trunks on a single or multiple group(s) in a given BellSouth local calling area.
4.10 Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic

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

### 4.10.1 BellSouth Access Tandem Interconnection

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

In the basic architecture, Covad's originating Local Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Covad and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Covad and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Covad desires to exchange traffic. This trunk group also carries Covad originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic is transported on a separate single one-way trunk group terminating to Covad. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

### 4.10.1.2 One-Way Trunk Group Architecture

In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for Covadoriginated Local Traffic destined for BellSouth end-users. A second one-way trunk group carries BellSouth-originated Local Traffic destined for Covad endusers. A two-way trunk group provides Intratandem Access for Covad's originating and terminating Transit Traffic. This trunk group carries Transit

Traffic between Covad and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Covad desires to exchange traffic. This trunk group also carries Covad originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic is transported on a separate single one-way trunk group terminating to Covad. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

### 4.10.1.3 Two-Way Trunk Group Architecture

Upon agreement of the Parties as set forth in Section 0 above, the two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic between Covad and BellSouth. In addition, a separate two-way transit trunk group must be established for Covad's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Covad and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Covad desires to exchange traffic. This trunk group also carries Covad originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Covad. However, where Covad is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

### 4.10.1.4 Supergroup Architecture

Upon agreement of the Parties as set forth in Section 0 above, the Parties may establish a supergroup architecture. In the supergroup architecture, the Parties' Local Traffic and Covad's Transit Traffic are exchanged on a single two-way trunk group between Covad and BellSouth to provide Intratandem Access to Covad. This trunk group carries Transit Traffic between Covad and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Covad desires to exchange traffic. This trunk group also carries Covad originated Transit Traffic transiting a single BellSouth access tandem destined to
third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Covad. However, where Covad is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.
4.10.1.5 Multiple Tandem Access Interconnection
4.10.1.5.1 Where Covad does not choose access tandem interconnection at every BellSouth access tandem within a LATA, Covad may utilize BellSouth's multiple tandem access interconnection (MTA). To utilize MTA Covad must establish an interconnection trunk group(s) at a BellSouth access tandem through multiple BellSouth access tandems within the LATA as required. BellSouth will route Covad's originated Local Traffic for LATA wide transport and termination. Covad must also establish an interconnection trunk group(s) at all BellSouth access tandems where Covad NXXs are homed as described in Section 4.2.1 above. If Covad does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, Covad can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate Covad's Local Traffic to end-users served through those BellSouth access tandems where Covad does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.
4.10.1.5.2 Covad may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched access traffic originated by or terminated to Covad will be delivered to and from IXCs based on Covad's NXX access tandem homing arrangement as specified by Covad in the LERG.
4.10.1.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.
4.10.1.5.4 To the extent Covad does not purchase MTA in a LATA served by multiple access tandems, Covad must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent Covad routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, Covad shall pay BellSouth the associated MTA charges.

### 4.10.2 Local Tandem Interconnection

4.10.2.1 Local Tandem Interconnection arrangement allows Covad to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Covad-originated Local Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.
4.10.2.2 When a specified local calling area is served by more than one BellSouth local tandem, Covad must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Covad may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. Covad may deliver Local Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Covad does not choose to establish an interconnection trunk group(s). It is Covad's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Covad's codes. Likewise, Covad shall obtain its routing information from the LERG.
4.10.2.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, Covad must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which Covad has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff).
4.10.2.4 BellSouth's provisioning of Local Tandem Interconnection assumes that Covad has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.
4.10.3 Direct End Office-to-End Office Interconnection
4.10.3.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic and ISP-bound Traffic to the terminating Party on a direct end office-to-end office basis.
4.10.3.2 The Parties shall utilize direct end office-to-end office trunk groups under any one of the following conditions:
4.10.3.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Covad and BellSouth.
4.10.3.2.2 Traffic Volume - To the extent either Party has the capability to measure the amount of traffic between Covad's switch and a BellSouth end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.
4.10.3.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

### 4.10.4 Transit Traffic Trunk Group

Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by Covad to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.
4.10.4.1 Toll Free Traffic
4.10.4.1.1 If Covad chooses BellSouth to perform the Service Switching Point ("SSP") Function (i.e., handle Toll Free database queries) from BellSouth's switches, all Covad originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
4.10.4.1.2 Covad may choose to perform its own Toll Free database queries from its switch. In such cases, Covad will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, Covad will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, Covad will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and Covad shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call
is an interLATA Toll Free call, Covad will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to Covad's network but that are connected to BellSouth's access tandem.
4.10.5 All post-query Toll Free calls for which Covad performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

## 5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.
5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Where Covad chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling ("SS7"), SS7 connectivity is required between the Covad switch and the BellSouth Signaling Transfer Point ("STP"). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.
5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
5.5 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All SS7 signaling parameters will be provided, including but not limited to automatic number identification
("ANI"), originating line information ("OLI") calling company category and charge number. All privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges.
5.6 Signaling Call Information. BellSouth and Covad will send and receive 10 digits for Local Traffic. Additionally, BellSouth and Covad will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

## $5.7 \quad$ Forecasting for Trunk Provisioning

5.7.1 Within six (6) months after execution of this Agreement, Covad shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth's region. Upon receipt of Covad's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.
5.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Covad-to-BellSouth one-way trunks ("Covad Trunks"), BellSouth-to-Covad oneway trunks ("Reciprocal Trunks") and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities.
5.7.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Covad location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).
5.7.2 Once initial interconnection trunk forecasts have been developed, Covad shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. Covad shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The

Parties shall continue to develop Reciprocal Trunk and/or two-way interconnection trunk forecasts as described in Section 5.7.1.1.
5.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

## $5.8 \quad$ Trunk Utilization

5.8.1 BellSouth and Covad shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 180 days of the installation of a trunk or trunks, the trunks will be utilized at 60 percent ( $60 \%$ ) of the time consistent busy hour utilization level. The Parties agree that within 365 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent $(80 \%)$ of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth may disconnect any Under-utilized reciprocal trunk(s) and the Party whose trunks are disconnected shall refund to the other Party associated trunk and facility charges paid by such other Party, if any.
5.8.1.1 BellSouth's Local Interconnection Switching Center (LISC) will notify Covad of any under-utilized reciprocal trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Covad interface. Covad will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Covad expects to need such trunks. BellSouth's LISC Project Manager and Circuit Capacity Manager will discuss the information with Covad to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to Covad. The due date of these orders will be four weeks after Covad was first notified in writing of the underutilization of the trunk groups.
5.8.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent ( $80 \%$ ) or greater, the Parties shall negotiate in good faith for the installation of augmented facilities.

## 6. LOCAL DIALING PARITY

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

## 7. INTERCONNECTION COMPENSATION

### 7.1 Compensation for Call Transportation and Termination for Local Traffic and ISP-bound Traffic

7.1.1 For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.
7.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.
7.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one LATA to an ISP server or modem in the same LATA. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction..
7.1.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 9968 released April 27, 2001 ("ISP Order on Remand"), BellSouth and Covad agree to the rebuttable presumption that all combined circuit switched Local and ISPbound Traffic delivered to BellSouth or Covad that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISPbound traffic for compensation purposes. BellSouth and Covad further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Covad that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.
7.1.4 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of Local Traffic or ISP-bound Traffic.
7.1.5 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Sections 7.6 and 7.6.1 below and to Multiple Tandem Access as described in Section 4.10.1.5 above.
7.1.6 Neither Party shall represent Switched Access Traffic as Local Traffic or ISPbound Traffic for purposes of determining compensation for the call.
7.1.7 If Covad assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Covad end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Covad customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, Covad agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to Covad at BellSouth's switched access tariff rates.
7.2 If Covad does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole Covad NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if Covad can provide sufficient information for BellSouth to determine whether or not said traffic is Local Traffic.

### 7.3 Jurisdictional Reporting

7.3.1 Percent Local Use. Each Party shall report to the other a Percent Local Usage ("PLU") factor. The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding Transit Traffic. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.
7.3.2 Percent Local Facility. Each Party shall report to the other a Percent Local Facility ("PLF") factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and
reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

### 7.3.3 Percent Interstate Usage. Each Party shall report to the other the projected

 Percent Interstate Usage ("PIU") factor. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to Covad. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and September. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factors, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.7.3.4 Notwithstanding the provisions in Section 7.3.1, 7.3.2, and 7.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 7.3.5 below.
7.3.5 Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Covad shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points ( $20 \%$ ) or more, that Party shall reimburse the auditing Party for the cost of the audit.

### 7.4 Compensation for 8XX Traffic

7.4.1 Compensation for 8XX Traffic. Each Party shall pay the other the appropriate switched access charges set forth in the BellSouth intrastate or interstate switched access tariffs. Covad will pay BellSouth the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs as applicable.
7.4.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.
7.4.3 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing ("TFD") to Covad requires interconnection from Covad to BellSouth's 8XX Signal Channel Point ("SCP"). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Covad shall establish SSS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Covad desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.

### 7.5 Mutual Provision of Switched Access Service

7.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be considered Local Traffic or ISP-bound Traffic.
7.5.2 If the BellSouth end user chooses Covad as their presubscribed interexchange carrier, or if the BellSouth end user uses Covad as an interexchange carrier on a 101XXXX basis, BellSouth will charge Covad the appropriate BellSouth tariff charges for originating switched access services.
7.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating,
switched access charges as set forth in BellSouth's Intrastate or Interstate Access Services Tariff, as appropriate.
7.5.4 When Covad's end office switch provides an access service connection to or from an interexchange carrier ("IXC") by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by <customer name> as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The parties shall utilize a thirty (30) day billing period.
7.5.4.1 When <customer name>'s end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to <customer name>, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.
7.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
7.5.6 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
7.5.7 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.
7.5.8 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
7.5.9 Covad agrees not to deliver switched access traffic to BellSouth for termination except over Covad ordered switched access trunks and facilities.

### 7.6 Transit Traffic

7.6.1 BellSouth shall provide tandem switching and transport services for Covad's Transit Traffic. Rates for local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Covad and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between Covad and Wireless Type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines.
7.6.2 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that Covad is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Covad. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic,Covad shall reimburse BellSouth for such costs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

## 8. FRAME RELAY SERVICE INTERCONNECTION

8.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and Covad's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service in those states in which Covad is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between Covad and BellSouth Frame Relay Switches in the same LATA.
8.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("IP(s)") within the LATA. All IPs shall be within the
same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.
8.3 Upon the request of either Party, such interconnection will be established where BellSouth and Covad have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
8.4 The Parties agree to provision local and intraLATA Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.
8.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
8.5.1 If the data packets originate and terminate in locations in the same LATA, and are consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").
8.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").
8.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, Covad may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies Covad that it has found that this method does not adequately represent the PLCU.
8.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
8.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and Covad will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Covad will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of Covad's PLCU.
8.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1 Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and Covad will pay, the total nonrecurring and recurring charges for the NNI port. Covad will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed nonrecurring and recurring charges for the NNI port by Covad's PLCU.
8.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).
8.8 For the PVC segment between the Covad and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
8.9 Compensation for PVC rate elements will be calculated as follows:
8.9.1 If Covad orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the Covad Frame Relay switch, BellSouth will invoice, and Covad will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and Covad Frame Relay switches. If the VC is a Local VC, Covad will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to Covad for the PVC segment.
8.9.2 If BellSouth orders a Local VC connection between a Covad subscriber's PVC segment and a PVC segment from the Covad Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and Covad will pay, the total nonrecurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and Covad Frame Relay switches. If the VC is a Local VC, Covad will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to Covad for the PVC segment.
8.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.
8.9.4 If Covad requests a change, BellSouth will invoice and Covad will pay a Feature Change charge for each affected PVC segment.
8.9.4.1 If BellSouth requests a change to a Local VC, Covad will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
8.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
8.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service, Managed Shared Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.
8.10 Covad will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 8.5.3 above.
8.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No. 1 Tariff.

## 9. OPERATIONAL SUPPORT SYSTEMS (OSS)

9.1 The terms, conditions and rates for OSS are as set forth in FCC Tariff for Access Service Records.

Basic Architecture


## One-Way Architecture



## Two-Way Architecture

Exhibit D


## Supergroup Architecture <br> \section*{Supergroup Architecture}







| CATEGORY | NOTES | Local interconnection | Interim | Zone | Bcs | usoc | RATES (\$) |  |  |  |  | OSS RATES (\$) |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  | $\begin{aligned} & \text { Svc Order } \\ & \text { Submitted } \\ & \text { Elec } \\ & \text { per LSR } \end{aligned}$ | Svc Order Manually per$\qquad$ | Incremental <br> Charge - Manual <br> Svc Order vs. <br> Electronic-1st | Incremental <br> Charge - Manual <br> Svc Order vs. <br> Electronic-Add'l | Incremental <br> Charge - <br> Manual Svc <br> Order vs. <br> Electronic- <br> Disc 1st <br> SOMAN | Incremental <br> Cange. <br> Manal Sve <br> Manual <br> order v. <br> Electrons. <br> Edd-Disc |
|  |  |  |  |  |  |  |  | Nonrecurring |  | Nonrecurring <br> Disconnect |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Rec | First | Add' | First | Add' | SOMEC |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) |  | CALL TRANSPORT AND TERMINATION) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep on usage. As such, the element will be assessed for transit and MTA traffic, and not for non-transit and non-MTA traffic. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | TANDEM SWITCHING |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Tandem Switching Function Per MOU |  |  | OHD |  | 0.0005767 bk |  |  |  |  |  |  |  |  |  |  |
|  |  | Multiple Tandem Switching, per MOU (applies to intial tandem only) |  |  | OHD |  | 0.0005767 bk |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | TRUNK CHARGE |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Installation Trunk Side Service - per DS0 |  |  | OHD | TPP++ |  | 336.43 | 57.38 |  |  |  |  |  |  |  |  |
|  |  | Dedicated End Office Trunk Port Service-per DSO** |  |  | OHD | TDEOP | 0.00 |  |  |  |  |  |  |  |  |  |  |
|  |  | Dedicated End Office Trunk Port Service-per DS1** |  |  | $\begin{aligned} & \hline \text { OH1 } \\ & \text { OH1MS } \end{aligned}$ |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  | TDE1P | 0.00 |  |  |  |  |  |  |  |  |  |  |
|  |  | Dedicated Tandem Trunk Port Service-per DS0** |  |  | OHD | TDWOP | 0.00 |  |  |  |  |  |  |  |  |  |  |
|  |  | Dedicated Tandem Trunk Port Service-per DS1** |  |  | $\begin{aligned} & \hline \mathrm{OH} 1 \\ & \mathrm{OH} 1 \mathrm{MS} \end{aligned}$ | TDW1P | 0.00 |  |  |  |  |  |  |  |  |  |  |
| $* *$ <br> This rate element is recovered on a per MOU basis and is incl <br> LOCAL INTERCONNECTION (TRANSPORT) |  |  | d in th | nd | Office Switc | hing and | Tandem Switching, per MOU rate elements |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | COMMON TRANSPORT (Shared) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Common Transport - Per Mile, Per MOU |  |  | OHD |  | 0.0000034bk |  |  |  |  |  |  |  |  |  |  |
|  |  | Common Transport - Facilities Termination Per MOU |  |  | OHD |  | 0.0004493bk |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport - 2Wire Voice Grade - Per Mile per month |  |  | OHL, OHM | 1L5NF | 0.0084 |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport- 2Wire Voice Grade - Facility Termination per month |  |  | OHL, OHM | 1L5NF | 26.02 | 42.69 | 28.66 | 16.51 | 6.34 |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month |  |  | OHL, OHM | 1L5NK | 0.0084 |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month |  |  | OHL, OHM | 1L5NK | 18.95 | 42.69 | 28.66 | 16.51 | 6.34 |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month |  |  | OHL, OHM | 1L5NK | 0.0084 |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month |  |  | OHL, OHM | 1L5NK | 18.95 | 42.69 | 28.66 | 16.51 | 6.34 |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Channel - DS1 Per Mile per month |  | OH1 OH1M |  | S1L5NL | 0.171 |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Tranport - DS1 Facility Termination per month |  | OH 1 OH 1 M |  | S1L5NL | 90.87 | 95.16 | 88.78 | 16.74 | 14.85 |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport DS3 - Per Mile per month |  | OH3 OH3MS1L5NM |  |  | 3.57 |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month |  |  |  |  | 1,101.00 | 302.43 | 197.70 | 64.94 | 63.61 |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | LOCAL CHANNEL - DEDICATED TRANSPORT |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |


| CATEGORY | notes | Local interconnection | Interim | Zone | Bcs | usoc | RATES (\$) |  |  |  |  | OSS RATES (\$) |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually perLSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | $\begin{array}{\|c\|c\|} \hline \text { Incremental } \\ \text { Charge - Manual } \\ \text { Svc Order vs. } \\ \text { Electronic-Add'। } \\ \hline \end{array}$ | $\begin{gathered} \text { Incremental } \\ \text { Charge - } \\ \text { Manual Svc } \\ \text { Order vs. } \\ \text { Electronic- } \\ \text { Disc 1st } \end{gathered}$ | Incremental <br> Charge- <br> Manual Svc <br> Order vs. <br> Electronic-Disc <br> Add'l |
|  |  |  |  |  |  |  |  | Norrecurring |  | Nonrecurring |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  | Disconnect |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Rec | First | Add'l | First | Add' | SOMEC | SOMAN | SOMAN | SOMAN | Soman | SOMAN |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Local Channel - Dedicated - 2-Wire Voice |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Grade per month |  |  | OHL OHM | TEFV2 | 21.42 | 239.67 | 42.34 | 33.93 | 3.61 |  |  |  |  |  |  |
|  |  | Local Channel - Dedicated - 4-Wire Voice Grade per month |  |  | OHL OHM | TEFV4 | 21.91 | 240.30 | 42.97 | 34.47 | 4.15 |  |  |  |  |  |  |
|  |  | Local Channel - Dedicated - DS1 per month |  |  | OH1 | TEFHG | 34.49 | 195.33 | 165.48 | 21.90 | 15.28 |  |  |  |  |  |  |
|  |  | Local Channel - Dedicated - DS3 Facility |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Termination per month |  |  | OH3 | TEFHJ | 554.83 | 501.59 | 309.24 | 125.43 | 87.30 |  |  |  |  |  |  |
|  | LOCAL INTERCONNECTION MID-SPAN MEET |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | MULTIPLEXERS |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Channelization - DS1 to DS0 Channel System |  | OH1 OH1MSSATN1 |  |  | 151.74 | 91.44 | 64.57 | 10.00 | 9.46 |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | DS3 to DS1 Channel System per month |  |  | OH3MS | SATNS | 218.70 | 179.66 | 106.96 | 36.37 | 35.22 |  |  |  |  |  |  |
|  |  | DS3 Interface Unit (DS1 COCI) per month |  |  | $\begin{gathered} \mathrm{OH} 1 \\ \mathrm{OH} 1 \mathrm{MS} \end{gathered}$ | SATCO | 14.24 | 9.08 | 6.38 |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Notes: If no rate is identified in the contract, the rates, terms and conditions for the specific service or function will be as set forth in applicable BellSouth tariff. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |



| CATEGORY | notes | LOCAL interconnection | Interim | Zone | вcs | usoc | RATES (\$) |  |  |  |  | OSS RATES (\$) |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  | Svc Order Submitted Eer LSR per LS | Svc Order SubmiltedManually per$\qquad$ | Charge - Manua Svc Order vs. Electronic-1st | $\begin{array}{\|c\|} \hline \text { Incremental } \\ \text { Charge - Manual } \\ \text { Svc Order vs. } \\ \text { Electronic-Add'। } \\ \hline \end{array}$ | $\substack{\text { Incremental } \\ \text { Charge } \\ \text { Marual } \\ \text { Sorc } \\ \text { Order vs. } \\ \text { Electronic. } \\ \text { Disc 1st }}$ <br> SoMAN | Incremental <br> Charge. <br> Manal <br> Once <br> Order s. <br> Electroni--isc <br> Add'l$\|$ |
|  |  |  |  |  |  |  |  | Nonrecurring |  | Nonrecurring <br> Disconnect |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Rec | First | Add'l | First | Add'l | SOMEC |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | LOCAL CHANNEL - DEDICATED TRANSPORT |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Local Channel - Dedicated - 2-Wire Voice |  | OHL OHM TEFV2 |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Grade per month |  |  |  |  | 13.91 | 382.95 | 62.40 |  |  |  |  |  |  |  |  |
|  |  | Local Channel - Dedicated - 4-Wire Voice |  | OHL OHM TEFV4 |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Grade per month |  |  |  |  | 14.99 | 368.44 | 64.05 |  |  |  |  |  |  |  |  |
|  |  | Local Channel - Dedicated - DS1 per month |  |  | OH1 | TEFHG | 38.36 | 356.15 | 312.89 |  |  |  |  |  |  |  |  |
|  |  | Local Channel - Dedicated - DS3 Facility Termination per month |  |  | OH3 | TEFHJ | 515.91 | 639.50 | 426.31 | 122.31 | 119.14 |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | LOCAL INTERCONNECTION MID-SPAN MEET |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | MULTIPLEXERS |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Channelization - DS1 to DS0 Channel System |  | OH 1 OH 1 M SATN1 |  |  | 126.22 | 198.22 | 123.59 | 31.03 | 19.75 |  |  |  |  |  |  |
|  |  | DS3 to DS1 Channel System per month |  |  | $\begin{array}{\|c\|} \hline \mathrm{OH} 3 \\ \mathrm{OH} 3 \mathrm{MS} \\ \hline \end{array}$ | SATNS | 182.04 | 280.66 | 195.33 | 83.10 | 59.96 |  |  |  |  |  |  |
|  |  | DS3 Interface Unit (DS1 COCI) per month |  |  | $\begin{array}{\|c\|} \hline \mathrm{OH} 1 \\ \mathrm{OH} 1 \mathrm{MS} \\ \hline \end{array}$ | SATCO | 11.02 | 12.02 | 8.66 |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Notes: If no rate is identified in the contract, the rates, terms and conditions for the specific service or function will be as set forth in applicable BellSouth tariff. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |


| CATEGORY | notes | Local interconnection | Interim | Zone | BCS | usoc | RATES (\$) |  |  |  |  | OSS RATES (\$) |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  | Nonrecurring |  | Nonrecurring Disconnect |  | Svc Order <br> Submitted Elec per LSR | Svc Order Manually per $\qquad$ LSR | $\begin{array}{\|l\|l\|} \hline \begin{array}{c} \text { Incremental } \\ \text { Charge - Manual } \\ \text { Svc order v. } \\ \text { Electronic-1st } \end{array} \\ \hline \end{array}$ | Incremental Charge - Manual Svc Order vs. Electronic-Add' | Incremental Charge Order vs. ElectronicDisc 1st |  |
|  |  |  |  |  |  |  | Rec | First | Add' | First | Add' | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep on usage. As such, the element will be assessed for transit and MTA traffic, and not for non-transit and non-MTA traffic. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | TANDEM SWITCHING |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Tandem Switching Function Per MOU |  |  | OHD |  | 0.0007555 bk |  |  |  |  |  |  |  |  |  |  |
|  |  | Multiple Tandem Switching, per MOU (applies to intial tandem only) |  |  | OHD |  | 0.0007555 bk |  |  |  |  |  |  |  |  |  |  |
|  |  | Tandem Intermediary Charge, per MOU* |  |  | OHD |  | 0.001096 |  |  |  |  |  |  |  |  |  |  |
|  | * This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | TRUNK CHARGE |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Installation Trunk Side Service - per DS0 |  |  | OHD | TPP++ |  | 334.09 | 57.12 |  |  |  |  |  |  |  |  |
|  |  | Dedicated End Office Trunk Port Service-per DS0** |  |  | OHD | TDEOP | 0.00 |  |  |  |  |  |  |  |  |  |  |
|  |  | Dedicated End Office Trunk Port Service-per DS1** |  |  | $\begin{gathered} \mathrm{OH} 1 \\ \mathrm{OH} 1 \mathrm{MS} \end{gathered}$ | TDE1P | 0.00 |  |  |  |  |  |  |  |  |  |  |
|  |  | Dedicated Tandem Trunk Port Service-per DS0** |  |  | OHD | TDWOP | 0.00 |  |  |  |  |  |  |  |  |  |  |
|  | - | Dedicated Tandem Trunk Port Service-per DS1** |  |  | $\left.\begin{array}{\|c\|} \hline \mathrm{OH} 1 \\ \mathrm{OH} 1 \mathrm{MS} \end{array} \right\rvert\, .$ |  | 0.00 |  |  |  |  |  |  |  |  |  |  |
| $\star$ This rate element is recovered on a per MOU basis and is incl <br> LOCAL INTERCONNECTION (TRANSPORT) |  |  | ed in th | End Office Switching an |  |  | d Tandem Swit | ing, per MOU rate elements |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | COMMON TRANSPORT (Shared) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Common Transport - Per Mile, Per MOU |  |  | OHD |  | 0.0000031 bk |  |  |  |  |  |  |  |  |  |  |
|  |  | Common Transport - Facilities Termination Per MOU |  |  | OHD |  | 0.000757bk |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport - 2Wire Voice Grade - Per Mile per month |  | OHL, OHM 1L5NF |  |  | 0.0118 |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport- 2Wire Voice Grade - Facility Termination per month |  | OHL, OHM 1L5NF |  |  | 29.51 | 81.10 | 54.84 | 33.36 | 13.75 |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month |  | OHL, OHM 1L5NK |  |  | 0.0118 |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month |  | OHL, OHM 1L5NK |  |  | 21.26 | 81.11 | 54.84 | 33.36 | 13.75 |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month |  | OHL, OHM 1L5NK |  |  | 0.0118 |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month |  | OHL, OHM 1L5NK |  |  | 21.26 | 81.11 | 54.84 | 33.36 | 13.75 |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month |  | OH1 OH1M 1L5NL |  |  | 0.2407 |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Tranport - DS1 Facility Termination per month |  | OH 1 OH 1 M |  | 1 L 5 NL | 97.38 | 178.59 | 163.67 | 32.59 | 28.79 |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |




| CATEGORY | notes | Local interconnection | Interim | Zone | вcs | usoc | RATES (\$) |  |  |  |  | OSS RATES (\$) |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually perLSR | Incremental Charge - Manua Svc Order vs. Electronic-1s$\qquad$ |  <br> Incremental <br> Charge - Manual <br> Sve Order vs. <br> Electronic-Add | Incremental Charge Manual Sve Order vs. Disc 1st |  |
|  |  |  |  |  |  |  |  | Nonrecurring |  | Nonrecurring |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  | Disconnect |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Rec | First | Add' | First | Add' | SOMEC | SOMAN |  | SOMAN | SOMAN |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | LOCAL CHANNEL - DEDICATED TRANSPORT |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Local Channel - Dedicated - 2-Wire Voice Grade per month |  | OHL OHM |  | TEFV2 | 18.32 | 187.51 | 32.21 |  |  |  |  |  |  |  |  |
|  |  | Local Channel - Dedicated - 4-Wire Voice Grade |  | OHL OHM TEFV4 |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | per month |  |  |  |  | 19.41 | 187.94 | 32.63 |  |  |  |  |  |  |  |  |
|  |  | Local Channel - Dedicated - DS1 per month |  |  | OH1 | TEFHG | 39.18 | 172.34 | 149.27 |  |  |  |  |  |  |  |  |
|  |  | Local Channel - Dedicated - DS3 Facility Termination per month |  |  | OH3 | TEFHJ | 469.44 | 438.46 | 256.30 |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | LOCAL INTERCONNECTION MID-SPAN MEET |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | MULTIPLEXERS |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Channelization - DS1 to DS0 Channel System |  | $\mathrm{OH1OH1M}$ |  | SATN1 | 105.09 | 88.41 | 60.76 |  |  |  |  |  |  |  |  |
|  |  | DS3 to DS1 Channel System per month |  |  | $\begin{array}{\|c\|c\|} \hline \mathrm{OH} 3 \\ \mathrm{OH} 3 \mathrm{MS} \end{array}$ | SATNS | 201.48 | 172.99 | 91.25 |  |  |  |  |  |  |  |  |
|  |  | DS3 Interface Unit (DS1 COCl) per month |  |  | $\begin{array}{\|c\|} \hline \mathrm{OH} 1 \\ \mathrm{OH} 1 \mathrm{MS} \\ \hline \end{array}$ | SATCO | 11.78 | 6.39 | 4.58 |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Notes: If no rate is identified in the contract, the rates, terms and conditions for the specific service or function will be as set forth in applicable BellSouth tariff. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |


| CATEGORY | NOTES | Local interconnection | Interim | Zone | bcs | usoc | RATES (\$) |  |  |  |  | OSS RATES (\$) |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  | Svc Order Submitted Elec per LSR | Svc Order Manually per$\qquad$$\qquad$ |  | Incremental <br> Charge - Manual <br> Svc Oder vs. <br> Electronic-Add'। | Incremental <br> Charge <br> Manual Sve <br> Order vs. <br> Electronic. <br> Disc 1st <br> SoMAN |  |
|  |  |  |  |  |  |  |  | Nonrecurring |  | Nonrecurring <br> Disconnect |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Rec | First | Add' | First | Add' | SOMEC |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep on usage. As such, the element will be assessed for transit and MTA traffic, and not for non-transit and non-MTA traffic. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | TANDEM SWITCHING |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Tandem Switching Function Per MOU |  |  | OHD |  | 0.0006733 bk |  |  |  |  |  |  |  |  |  |  |
|  |  | Multiple Tandem Switching, per MOU (applies to intial tandem only) |  |  | OHD |  | 0.0006733 bk |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | TRUNK CHARGE |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Installation Trunk Side Service - per DS0 |  |  | OHD | TPP++ |  | 334.11 | 56.98 |  |  |  |  |  |  |  |  |
|  |  | Dedicated End Office Trunk Port Service-per DS0** |  |  | OHD | TDEOP | 0.00 |  |  |  |  |  |  |  |  |  |  |
|  |  | Dedicated End Office Trunk Port Service-per DS1** |  |  | $\begin{gathered} \mathrm{OH} 1 \\ \mathrm{OH} 1 \mathrm{MS} \end{gathered}$ | TDE1P | 0.00 |  |  |  |  |  |  |  |  |  |  |
|  |  | Dedicated Tandem Trunk Port Service-per DS0** |  |  | OHD | TDWOP | 0.00 |  |  |  |  |  |  |  |  |  |  |
|  |  | Dedicated Tandem Trunk Port Service-per DS1** |  |  | $\begin{gathered} \mathrm{OH} 1 \\ \mathrm{OH} 1 \mathrm{MS} \end{gathered}$ | TDW1P | 0.00 |  |  |  |  |  |  |  |  |  |  |
| LOCAL INTERCONNECTION (TRANSPORT) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | COMMON TRANSPORT (Shared) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Common Transport - Per Mile, Per MOU |  |  | OHD |  | 0.000003bk |  |  |  |  |  |  |  |  |  |  |
|  |  | Common Transport - Facilities Termination Per MOU |  |  | OHD |  | 0.000499bk |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport - 2Wire Voice Grade - Per Mile per month |  | OHL, OHM 1L5NF |  |  | 0.0112 |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport- 2Wire Voice Grade - Facility Termination per month |  | OHL, OHM 1L5NF |  |  | 24.75 | 80.96 | 54.74 | 34.27 | 14.12 |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month |  | OHL, OHM |  | 1L5NK | 0.0112 |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month |  | OHL, OHM |  | 1 1L5NK | 17.24 | 80.97 | 54.74 | 34.27 | 14.12 |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month |  | OHL, OHM |  | 1L5NK | 0.0112 |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month |  | OHL, OHM |  | 1 1L5NK | 17.24 | 80.97 | 54.74 | 34.27 | 14.12 |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Channel - DS1 Per Mile per month |  | OH 1 OH 1 M |  | 1L5NL | 0.2293 |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Tranport - DS1 Facility Termination per month |  | OH 1 OH 1 M |  | 1L5NL | 63.00 | 178.29 | 163.40 | 33.48 | 29.57 |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport - DS3 Per Mile per month |  |  | OH3 OH3M | 1L5NM | 5.43 |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport - DS3 Facility Termination per month |  |  | OH3 OH3M | 1L5NM | 705.42 | 556.75 | 325.07 | 123.28 | 119.71 |  |  |  |  |  |  |



| category | notes | Local interconnection | Interim | Zone | bcs | usoc | RATES (\$) |  |  |  |  | OSS RATES (\$) |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  | Nonrecurring |  | Nonre |  | $\begin{gathered} \text { Svc Order } \\ \text { Submitted } \\ \text { Elec } \\ \text { per LSR } \\ \hline \end{gathered}$ | Svc Order Submitted Manually per LSR | $\substack{\text { Incremental } \\ \text { Charge - - Manual } \\ \text { Svc order s. } \\ \text { Electronic-1st }}$ | $\substack{\text { Incremental } \\ \text { Charge - Manual } \\ \text { Svc order s. } \\ \text { Electronic-Add' }}$ | Incremental Charge Manual Sve Order vs. Electronic Disc 1st | IncrementalCarge-Manual SvcOrder vs.Electronic-DiscAdd'l |
|  |  |  |  |  |  |  | Rec | First | Add'l | First | Add' | SOMEC |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep on usage. As such, the element will be assessed for transit and MTA traffic, and not for non-transit and non-MTA traffic. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | TANDEM SWITCHING |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Tandem Switching Function Per MOU |  |  | OHD |  | 0.0012bk |  |  |  |  |  |  |  |  |  |  |
|  |  | Multiple Tandem Switching, per MOU (applies to intial tandem only) |  |  | OHD |  | 0.0012bk |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | TRUNK CHARGE |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Installation Trunk Side Service - per DS0 |  |  | OHD | TPP++ |  | 333.54 | 56.88 |  |  |  |  |  |  |  |  |
|  |  | Dedicated End Office Trunk Port Service-per DS0** |  |  | OHD | TDEOP | 0.00 |  |  |  |  |  |  |  |  |  |  |
|  |  | Dedicated End Office Trunk Port Service-per DS1** |  |  | $\begin{gathered} \mathrm{OH} 1 \\ \mathrm{OH} 1 \mathrm{MS} \\ \hline \end{gathered}$ | TDE1P | 0.00 |  |  |  |  |  |  |  |  |  |  |
|  |  | Dedicated Tandem Trunk Port Service-per DS0** |  |  | OHD | TDWOP | 0.00 |  |  |  |  |  |  |  |  |  |  |
|  |  | Dedicated Tandem Trunk Port Service-per DS1** |  |  | $\begin{array}{\|c\|} \hline \mathrm{OH} 1 \\ \mathrm{OH} 1 \mathrm{MS} \\ \hline \end{array}$ | TDW1P | 0.00 |  |  |  |  |  |  |  |  |  |  |
| LOCAL INTERCONSECTION (TRANSPORT) |  |  | the | ffi | S Switchin | ing and Ta | dem Switchin | per MOU | element |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | COMMON TRANSPORT (Shared) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Common Transport - Per Mile, Per MOU |  |  | OHD |  | 0.00001bk |  |  |  |  |  |  |  |  |  |  |
|  |  | Common Transport - Facilities Termination Per MOU |  |  | OHD |  | 0.00034bk |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport - 2Wire Voice Grade - Per Mile per month |  | OHL, OHM 1L5NF |  |  | 0.0282 |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport- 2Wire Voice Grade - Facility Termination per month |  | OHL, OHM 1L5NF |  |  | 18.00 | 137.48 | 52.58 |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month |  | OHL, OHM |  | 1L5NK | 0.0282 |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month |  | OHL, OHM |  | 1L5NK | 17.40 | 137.48 | 52.58 |  | 0.00 |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month |  | $\mathrm{OHL}, \mathrm{OHM}$ |  | 1L5NK | 0.0282 |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month |  | OHL, OHM |  | 1L5NK | 17.40 | 137.48 | 52.58 | 0.00 | 0.00 |  |  |  |  |  |  |
|  | INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Channel - DS1 Per Mile per month |  | OH 1 OH 1 M |  | 1L5NL | 0.5753 |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Tranport - DS1 Facility Termination per month |  | $\mathrm{OH1OH1M}$ |  | 1L5NL | 71.29 | 217.17 | 163.75 |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport - DS3 Per Mile per month |  |  | OH3 OH3M | 1L5NM | 12.98 |  |  |  |  |  |  |  |  |  |  |
|  |  | Interoffice Channel - Dedicated Transport - DS3 Facility Termination per month |  |  | OH3 OH3M | 1L5NM | 720.38 | 794.94 | 579.55 |  |  |  |  |  |  |  |  |


| CATEGORY | notes | LOCAL interconnection | Interim | Zone | bcs | usoc | RATES (\$) |  |  |  |  | OSS RATES (\$) |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  | Svc Order Submitted Elec per LSR | Svc Order SubmittedManually per LSR | Incremental Charge - Manua Svc Order vs. Electronic-1s | IncrementalCharge - ManualSvc Order vs.Electronic-Add'। | Incremental Charge Manual Sve Order vs. Disc 1st | Incremental <br> Charge <br> Marual Sve <br> order vs. <br> Olectronic-Disc <br> Add'l |
|  |  |  |  |  |  |  |  | Nonrecurring |  | Nonrecurring |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  | Disconnect |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Rec | First | Add' | First | Add' | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | LOCAL CHANNEL - DEDICATED TRANSPORT |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Local Channel - Dedicated - 2-Wire Voice Grade per month |  | OHL OHM |  | TEFV2 | 14.82 | 553.80 | 89.69 |  |  |  |  |  |  |  |  |
|  |  | Local Channel - Dedicated - 4-Wire Voice Grade per month |  | OHL OHM |  | TEFV4 | 15.87 | 562.23 92.67 |  |  |  |  |  |  |  |  |  |
|  |  | Local Channel - Dedicated - DS1 per month |  |  | OH1 | TEFHG | 35.68 | 534.48 | 462.69 |  |  |  |  |  |  |  |  |
|  |  | Local Channel - Dedicated - DS3 Facility Termination per month |  |  | OH3 | TEFHJ | 498.87 | 562.25 | 527.88 |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | LOCAL INTERCONNECTION MID-SPAN MEET |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | MULTIPLEXERS |  |  |  |  | SATN1 |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Channelization - DS1 to DS0 Channel System |  | OH1 OHIM |  |  | 146.69 | 197.78 | 140.06 |  |  |  |  |  |  |  |  |
|  |  | DS3 to DS1 Channel System per month |  |  | $\begin{gathered} \mathrm{OH} 3 \\ \mathrm{OH} 3 \mathrm{MS} \end{gathered}$ | SATNS | 233.10 | 403.97 | 234.40 |  |  |  |  |  |  |  |  |
|  |  | DS3 Interface Unit (DS1 COCl) per month |  |  | $\begin{array}{\|c\|} \hline \mathrm{OH} 1 \\ \mathrm{OH} 1 \mathrm{MS} \\ \hline \end{array}$ | SATCO | 16.07 | 13.09 | 9.38 |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Notes: If no rate is identified in the contract, the rates, terms and conditions for the specific service or function will be as set forth in applicable BellSouth tariff. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |





| CATEGORY | notes | Local interconnection | Interim | Zone | bcs | usoc | RATES (\$) |  |  |  |  | OSS RATES (\$) |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  | Svc Order Submitted per LSR per LS | Svc Order Manually perLSR$\qquad$ | Incremental <br> Charge- Manual <br> Svc Order vs. <br> Electronic-1st | Incremental Charge - Manua Svc Order vs. Electronic-Add' | Incremental Charge Manual Svc Order vs. Electronic-Disc 1st | Incremental <br> Charge. <br> Manual Svc <br> order s. <br> Electronic-Disc <br> Add'l$\|$ |
|  |  |  |  |  |  |  |  | Nonrecurring |  | Nonrecurring <br> Disconnect |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Rec | First | Add' | First | Add' | SOMEC |  |  | SOMAN | SOMAN |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | LOCAL CHANNEL - DEDICATED TRANSPORT |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Local Channel - Dedicated - 2-Wire Voice Grade per month |  | OHL OHM |  | TEFV2 | 19.02 | 199.33 | 24.16 | 54.81 | 4.80 |  |  |  |  |  |  |
|  |  | Local Channel - Dedicated - 4-Wire Voice Grade |  | OHL OHM |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | per month |  |  |  | TEFV4 | 20.56 | 201.53 | 24.83 | 55.52 | 5.51 |  |  |  |  |  |  |
|  |  | Local Channel - Dedicated - DS1 per month |  |  | OH1 | TEFHG | 40.99 | 277.35 | 233.26 | 33.18 | 22.30 |  |  |  |  |  |  |
|  |  | Local Channel - Dedicated - DS3 Facility Termination per month |  |  | OH3 | TEFHJ | 611.30 | 595.37 | 304.50 | 215.82 | 151.15 |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | LOCAL INTERCONNECTION MID-SPAN MEET |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | MULTIPLEXERS |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Channelization - DS1 to DS0 Channel System |  | $\mathrm{OH1} \mathrm{OH} 1 \mathrm{M}$ |  | SATN1 | 80.77 | 141.87 | 77.11 | 44.47 | 42.62 |  |  |  |  |  |  |
|  |  | DS3 to DS1 Channel System per month |  |  | $\begin{array}{\|c} \mathrm{OH} 3 \\ \mathrm{OH} 3 \mathrm{MS} \end{array}$ | SATNS | 222.98 | 308.03 | 108.47 | 6.34 | 4.23 |  |  |  |  |  |  |
|  |  | DS3 Interface Unit (DS1 COCl) per month |  |  | $\begin{gathered} \mathrm{OH} 1 \\ \mathrm{OH} 1 \mathrm{MS} \end{gathered}$ | SATCO | 17.58 | 6.07 | 4.66 |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Notes: If no rate is identified in the contract, the rates, terms and conditions for the specific service or function will be as set forth in applicable BellSouth tariff. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

## Attachment 4

## Physical Collocation

## BELLSOUTH PHYSICAL COLLOCATION

## 1. Scope of Attachment

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Covad is occupying the Collocation Space as a sole occupant or as a Host within a Premises location in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, or Tennessee pursuant to Section 4. This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.

All the negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of Collocation Space.
1.2 Right to Occupy. Subject to Section 4 of this Attachment, BellSouth allows Covad 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 Covad and agreed to by BellSouth (hereinafter "Collocation Space"). Premises as defined by the Code of Federal Regulation ("CFR") are BellSouth's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by BellSouth that house its network facilities, and all structures that house BellSouth facilities on public rights-of-way, including containing but not limited to vaults containing loop concentrators or similar structures. For purposes of this Attachment, BellSouth Premises include BellSouth Central Offices and Serving Wire Centers. For Remote Site collocation, the rates, terms, and conditions are set forth in Attachment 4-Remote Site Physical Collocation. The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises or Remote Sites shall be negotiated upon request for collocation at such location(s). The size specified by Covad may contemplate a request for space sufficient to accommodate Covad's growth within a two-year period which are the same requirements that BellSouth applies to itself.
1.2.1 In the state of Florida, the size specified by Covad may contemplate a request for space sufficient to accommodate Covad's growth within an eighteen (18) month period.
1.2.2 Virtual Collocation. Virtual Collocation will be provided in accordance with the Terms and Conditions of the applicable BellSouth State Tariff and if not available, then in accordance with BellSouth's FCC No. 1 Tariff. Virtual collocation rates are as set forth in Attachment 2 of this Agreement.
1.3 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. Covad will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate State Commission.
1.4 Use of Space. Covad shall use the Collocation Space for the purposes of installing, maintaining and operating Covad's equipment (to include testing and monitoring equipment) that is necessary, for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services, as specifically set forth in this Attachment. Pursuant to Section 5 following, Covad may at its option, place Covad-owned fiber entrance facilities to the Collocation Space. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.
1.5 Rates and Charges. Covad agrees to pay the rates and charges identified in Exhibit C attached hereto.
1.6 Due Dates. If any due date contained in this Attachment falls on a weekend or holiday, then the due date will be the next business day thereafter.
1.7 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
$1.8 \quad$ Space Allocation. BellSouth shall attempt to accommodate Covad's requested preferences if any. In allocating Collocation Space, BellSouth shall not materially increase Covad's cost or materially delay Covad'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 Covad 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 require separation of collocated equipment from its own equipment only if the proposed separated space is: (a) available in the same or a shorter time frame as nonseparated space; (b) at a cost not materially higher than the cost of non-separated space; and (c) is comparable, from a technical and engineering standpoint to nonseparated space. BellSouth may require such separation measures only where legitimate security concerns, or operation constraints, unrelated to BellSouth's or any of its affiliates' or subsidiaries' competitive concerns, warrants them. BellSouth may require Covad to use a separate entrance to its collocation space only where a separate entrance already exists or where construction of such an entrance is technically feasible
and will neither artificially delay collocation provisioning nor materially increase Covad's costs. Additionally, BellSouth may require construction of a separated entrance only where legitimate security concerns, or operational constraints unrelated to the incumbent's or any of its affiliate's or subsidiaries competitive concerns, warrants it.

## 2. Space Notification

2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit Covad to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons.
2.1.1 Availability Notification. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify Covad of the amount of space that is available.
2.1.2 Availability Notification (FL). BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify Covad of the amount of space that is available.
2.1.3 Availability Notification (LA). 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 Covad of the amount of space that is available.
2.2 Space Availability Report. Upon request from Covad, 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.
2.2.1 The request from Covad for a Space Availability Report must be written and must include the Premises and Common Language Location Identification ("CLLI") code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.
2.2.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request.
2.3 Denial of Application. After notifying Covad that BellSouth does not have space to accommodate the particular type of collocation arrangement or that a lesser amount of space is available in the requested Premises ("Denial of Application"), BellSouth will allow Covad, 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. If the request for the tour is not received within six (6) business days, Covad in entitled to tour the Premises within 20 business days of its request.
$2.4 \quad$ 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) in accordance with applicable requirements. However, in the absence of any Commission requirement, BellSouth will file a Petition for Waiver within thirty (30) calendar days after the date of Denial of Application.
2.5 Waiting List. Unless otherwise specified, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. Covad must submit an updated, complete, and correct Application to BellSouth within 30 calendar days of such notification or notify BellSouth in writing within that time that Covad wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If Covad 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 Covad from the waiting list. Upon request, BellSouth will advise Covad as to its position on the list.
2.5.1 Waiting List (FL). 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.
2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days 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. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5
2.7 State Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals applicable to Covad 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 after the effective date thereof or as otherwise agreed to by the Parties.

## 3. Collocation Options

3.1 Cageless. BellSouth shall allow Covad to collocate Covad's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Covad to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where Covad's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups. For equipment requiring special technical considerations, Covad must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.5 following.
3.2 Cages. BellSouth shall construct enclosures in compliance with Covad's collocation request. At Covad's request, BellSouth shall permit Covad to subcontract the construction of physical collocation arrangements with a contractor certified by BellSouth ("BellSouth Certified Contractor"), provided however, that BellSouth shall not unreasonably withhold approval of contractors.
3.3 When Covad subcontracts the construction, Covad must arrange with a BellSouth Certified Contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation and at Covad's sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more
stringent than BellSouth's standard enclosure specification, Covad and Covad's BellSouth Certified Contractor must comply with the more stringent local building code requirements. Covad's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Covad and provide, at Covad's expense, the documentation, including architectural drawings, necessary for Covad to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to Covad the costs of providing the documentation. The BellSouth Certified Contractor shall bill Covad directly for all work performed for Covad pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. Covad 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 Covad's locked enclosure prior to notifying Covad.
3.3.1 BellSouth may elect to review Covad's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to Covad indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if Covad has indicated it's desire to construct it's own enclosure. If Covad's Initial Application does not indicate it's desire to construct it's own enclosure, but it's subsequent firm order does indicate it's desire to construct it's 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. Covad shall be able to design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. The review of the plans and specifications shall not impose delay on the construction of the enclosure, unless BellSouth notifies Covad in writing that its plans and specifications do not conform to the plans and specifications provided by BellSouth. The notice shall state how the specifications provided by Covad do not conform with BellSouth's specifications. If BellSouth reviews Covad's plans and specifications prior to construction, then BellSouth will have the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review Covad's plans and specifications prior to construction, Covad will be entitled to request BellSouth to review; and in the event Covad does not request a BellSouth review, BellSouth shall have the right to inspect the enclosure after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require Covad to remove or correct within seven (7) calendar days at Covad's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.
3.4 Shared (Subleased) Caged Collocation. Covad may allow other telecommunications carriers to share Covad's caged collocation arrangement pursuant to terms and conditions agreed to by Covad ("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. Covad shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) business days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Covad 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 Covad.
3.4.1 Covad shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall prorate the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, Covad shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit C, if this application is not the initial application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements
3.4.2 Covad 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 Covad's Guests in the Collocation Space except to the extent caused by BellSouth's gross negligence, or willful misconduct.
3.5 Adjacent Collocation. BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where space within the Premises is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by Covad and in conformance with BellSouth's design and construction specifications. Further, Covad shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
3.5.1 Should Covad elect such option, Covad must arrange with a BellSouth Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Covad and Covad's BellSouth Certified Contractor must comply with the more stringent local
building code requirements. Covad's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Covad's BellSouth Certified Contractor shall bill Covad directly for all work performed for Covad pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. Covad 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 Covad's locked enclosure prior to notifying Covad.
3.5.2 Covad must submit its plans and specifications to BellSouth with its Firm Order. BellSouth may elect to review Covad's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. If BellSouth reviews Covad's plans and specifications prior to construction, then BellSouth will have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review Covad's plans and specifications prior to construction, Covad will be entitled to request BellSouth to review; and in the event Covad does not request a BellSouth review, BellSouth shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require Covad to remove or correct within seven (7) calendar days at Covad's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications
3.5.3 Covad 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 Covad'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. Covad's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
3.5.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.4 proceeding.
3.6 Co-carrier cross-connect (CCXC). Covad shall not obtain collocation from BellSouth for the primary or sole purpose of cross-connecting to other competitive carriers BellSouth will permit Covad to interconnect between its virtual or physical collocation arrangements and those of another collocated CLEC whose Agreement contains cocarrier cross-connect language.
3.6.1 The CCXC, shall be provisioned through facilities owned by Covad. Such connections to other carriers may be made using either optical or electrical facilities. Covad 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. Covad may not self provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. Covad is responsible for ensuring the integrity of the signal.
3.6.2 Covad shall be responsible for obtaining authorization from the other CLEC(s) involved. Covad 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. Covad-provisioned CCXC shall utilize common cable support structure. In the case of two contiguous collocation arrangements, Covad may have the option of constructing its own dedicated support structure.

## 4. Occupancy

4.1 Commencement Date. The "Commencement Date" shall be the day Covad's equipment becomes operational as described in Article 4.2, following.
4.2 Occupancy. BellSouth will notify Covad in writing that the Collocation Space is ready for occupancy. Covad must notify BellSouth in writing, including electronically, that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, Covad's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.
4.3 Termination of Occupancy. In addition to any other provisions addressing Termination of Occupancy in this Attachment, Termination of Occupancy may occur in the following circumstances:
4.3.1 Covad may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy.
4.3.2 Upon termination of such occupancy, Covad at its expense shall remove its equipment and other property from the Collocation Space. Covad shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Covad's Guests; provided, however, that Covad shall continue payment of monthly fees to BellSouth until such date as Covad has fully vacated the Collocation Space. Should Covad or Covad'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 Covad or Covad's Guest at Covad's expense and with no liability for damage or injury to Covad or Covad's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of Covad's right to occupy Collocation Space, Covad shall surrender such Collocation Space to BellSouth in the
same condition as when first occupied by Covad except for ordinary wear and tear, unless otherwise agreed to by the Parties. Covad shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), at the termination of occupancy and restoring the grounds to their original condition.

## 5. Use of Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment that is necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by the FCC 47 C.F.R. Section 51.323 (b).
5.1.1 When BellSouth responds to an application for collocation, BellSouth will determine if the equipment Covad seeks to collocate is necessary based on the criteria established by the FCC. If, in BellSouth's opinion, equipment Covad seeks to collocate is not necessary for interconnection or access to unbundled network elements, BellSouth shall inform Covad in writing within the time period set forth in Section 2.1 of this attachment. If disagreement exists between the parties regarding whether the equipment Covad seeks to collocate is necessary for interconnection or access to unbundled network elements pursuant to FCC rules, either party may seek to resolve the issue pursuant to the dispute resolution provisions of this agreement. Whenever BellSouth objects to collocation of equipment by Covad for the purposes within the scope of Section 251(c)(6) of the Act, BellSouth shall prove to the Commission that the equipment is not "necessary" for the purpose of obtaining interconnection or access to unbundled network elements in accordance with the FCC's rules. BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. BellSouth may not object to the collocation of equipment on the grounds that the equipment fails to comply with National Equipment and Building Specifications performance standards. If BellSouth denies collocation of Covad's equipment, citing safety standards, BellSouth must provide to Covad within five (5) business days of the denial a list of all equipment that BellSouth locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that BellSouth contends Covad's equipment fails to meet. This affidavit must set forth in detail: the exact safety requirement that Covad's equipment does not satisfy; BellSouth's basis for concluding that Covad's equipment does not meet this safety requirement; and BellSouth's basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety.
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; equipment design spatial requirements per GR-63-CORE, Section 2; thermal
heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards.
5.1.3 Covad 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 and that is capable of or used to originate and/or terminate traffic. 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 Covad submits an application for terminations that exceed the total capacity of the collocated equipment, Covad will be informed of the discrepancy and will be required to submit a revision to the application.
5.1.4 Covad shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.
5.1.5 Covad shall place a plaque or other identification affixed to Covad's equipment necessary to identify Covad's equipment, including a list of emergency contacts with telephone numbers.
5.2 Entrance Facilities. Covad may elect to place Covad-owned or Covad-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. Covad will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Covad will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to Covad's equipment in the Collocation Space. In the event Covad utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Covad must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Covad is responsible for maintenance of the entrance facilities. At Covad's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office termination point.
5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide Covad 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 Covad's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
5.2.2 Shared Use. Covad may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another Covad collocation arrangement within the same BellSouth Premises. Covad must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to Covad-provided riser cable.
5.3 Demarcation Point. Except as otherwise stated, for new collocation spaces or for non-contiguous space augments after execution of this Agreement, BellSouth will designate the point(s) of demarcation between Covad'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. Covad shall be responsible for providing, and a supplier certified by BellSouth ("Covad's BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.5. For all other terminations, BellSouth shall designate a demarcation point on a per arrangement basis. Covad or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.3, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At Covad'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. Covad must make arrangements with a BellSouth Certified Supplier for such placement.
5.3.1 Demarcation Point (Florida and Tennessee). At Covad's expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space in Covad's designated equipment line-up, and shall serve as the demarcation point, provided that BellSouth has twenty-four (24) hours a day, seven (7) days a week unrestricted access for purposes of testing and maintenance. BellSouth will identify each cable extension (i.e., T-1, T-3, DSO) by correctly stenciling and labeling each cable extension as to its corresponding termination point(s) on the BellSouth network frame or bay. Covad or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, except as provided above, and may self-provision crossconnects that may be required within the collocation space to activate service requests. This demarcation point arrangement shall be utilized unless otherwise agreed to by the Parties.
5.3.2 Existing point(s) of Demarcation - Covad provided Pot Bay. BellSouth will grandfather existing point(s) of Demarcation established at a Covad provided POT Bay pursuant to contract. Covad shall order services using the existing remaining terminations in the POT bay that has the Demarcation Point until the POT bay is at space exhaust, and it is no longer technically feasible to add additional capacity to the existing point of demarcation, at which time BellSouth will designate the point(s) of demarcation pursuant to Sections 5.3, and 5.3.1 of this Attachment respectively.
5.3.3 Existing point(s) of Demarcation - BellSouth provided POT Bay. BellSouth will grandfather POT bay rates and cross connect rates from previous contract for existing Covad arrangements. Covad shall order services using the existing remaining terminations in the BellSouth provided POT bay that has the Demarcation Point until the POT bay is at space exhaust, and it is no longer technically feasible to add additional capacity to the existing point of demarcation, at which time BellSouth will designate the point(s) of demarcation pursuant to Sections 5.3, and 5.3.1 of this Attachment respectively. There will be a non-recurring charge for additional terminations ordered by Covad subsequent to the effective date of this Agreement. Non recurring charges will be at the rates in Exhibit C to this Attachment. .
5.3.4 Irrespective of where the demarcation point in a central office is located, BellSouth shall provide Covad with access to that demarcation point pursuant to Section 5.6 of this Attachment. To address access issues that arise on an emergency basis, BellSouth shall provide Covad with unescorted twenty-four (24) hours a day, seven (7) days a week unrestricted access for purposes of testing and maintenance at the Demarcation Point in accordance with terms of this Attachment 4. The BellSouth Access Customer Advocacy Center (ACAC) emergency access contact numbers will be provided to Covad for access related issues.
5.4 Covad's Equipment and Facilities. Covad, or if required by this Attachment, Covad'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 Covad within the collocation space assigned by BellSouth. All work performed by or for Covad shall conform to both BellSouth's guidelines and standards and generally accepted industry guidelines and standards.
5.5 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to Covad at least 48 hours before access to the Collocation Space is required. Covad may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Covad will not bear any of the expense associated with this work.
5.6 Access. Pursuant to Section 11, Covad shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Covad 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 Covad or Covad's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. Covad agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Covad employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Covad or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
5.6.1 Lost or Stolen Access Keys. Covad 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), Covad shall pay for all reasonable costs associated with the re-keying or deactivating the card.
5.7 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Covad 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 Covad violates the provisions of this paragraph, BellSouth shall give written notice to Covad, which notice shall direct Covad to cure the violation within forty-eight (48) hours of Covad's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
5.7.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Covad 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 Covad's equipment. BellSouth will provide notice to Covad as soon as possible after taking such action and shall have no liability to Covad for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
5.7.2 For purposes of this Section 5.7, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of
other advanced services or traditional voice band services and Covad fails to take curative action within 48 hours then BellSouth will establish before the relevant State Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Covad or, if subsequently necessary, the relevant State 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, Covad shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

## $5.8 \quad$ Personalty and its Removal. Subject to requirements of this Attachment, Covad may

 place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business; provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Facilities and equipment placed by Covad 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 Covad at any time. Any damage caused to the Collocation Space by Covad's employees, agents or representatives during the removal of such property shall be promptly repaired by Covad at its expense.5.9 Alterations. In no case shall Covad or any person acting on behalf of Covad make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Covad. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and Subsequent Application Fee, pursuant to sub-section 6.2.2.
$5.10 \quad$ Janitorial Service. Covad shall be responsible for the general upkeep of the Collocation Space. Covad shall arrange directly with a BellSouth Certified Contractor for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

## 6. Ordering and Preparation of Collocation Space

6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to Covad 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 after the effective date thereof unless otherwise agreed by the Parties.
6.2 Application for Space. Covad shall submit an application document when Covad or Covad's Guest(s), as defined in Section 3.4, desires to request or modify the use of the Collocation Space.
6.2.1 Initial Application. For Covad or Covad's Guest(s) initial equipment placement, Covad shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Covad's Collocation Space(s) and an estimate of the amount of square footage required.
6.2.2 Subsequent Application. In the event Covad or Covad's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, ("Augmentation"), Covad shall complete an Application document ("Subsequent Application") detailing all information regarding the modification to the Collocation Space. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Covad 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.
6.2.3 Subsequent Application Fee. The fee paid by Covad 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., does not require assessment related to 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. Upon request, BellSouth shall submit documentation to support the amount of the Subsequent Application Fee being assessed to Covad.
6.3 Space Preferences. If Covad has previously requested and received a Space Availability Report for the Premises, Covad 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 cannot accommodate the Covad's preference(s), Covad 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.
6.4 Application Response. In Alabama, Kentucky, 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 7.
6.4.1 Application Response (South Carolina). Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, the following will apply. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
6.4.2 Application Response (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 7.
6.4.3 Application Response (Florida). Within fifteen (15) calendar days of receipt of a Bona Fide Application, BellSouth will respond as to whether space is available or not available within a particular Premises. Additionally, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable Covad to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When Covad 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.
6.4.4 Application Response (Georgia and Mississippi) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response ("Application Response") within 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 7.
6.4.5 Application Response (Louisiana). In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. BellSouth will respond as to whether space is available or not available within a particular Premises in accordance with Section 2. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. BellSouth will respond with a full Application Response within thirty (30) calendar days for one to ten Applications; thirty-five (35) calendar days for eleven to twenty Applications; and for requests of more than twenty Application it is increased by five calendar days for every five Applications received within five business days.
6.5 Application Modifications. If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Covad or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval and BellSouth shall charge Covad 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 Covad to submit the Application with an Application Fee. Upon request, BellSouth shall submit documentation to support the amount of the Application Fee being assessed to Covad.
6.6 Bona Fide Firm Order. In Alabama, Kentucky, North Carolina, and Tennessee, Covad 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 Covad 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 Covad's Bona Fide Application.. If the Bona Fide Firm Order is not received by BellSouth within five (5) business days after BellSouth's Application Response to Covad's Bona Fide Application, the provisioning interval will be increased by one (1) business day for each business day after the initial five (5) business days. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Covad's Bona Fide Application or the Application will expire
6.6.1 Bona Fide Firm Order. Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply._Covad 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 Covad has completed the Application/Inquiry process described in Section 6.2, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Covad's Bona Fide Application or the Application will expire.
6.6.2 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 Covad'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.
6.6.3 BellSouth will permit one accompanied site visit to Covad's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Covad, otherwise, access shall be pursuant to Section 7.8 of this Attachment.
6.6.4 Covad 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 Covad desires access to the Collocation Space.
6.7
6.7.1 Construction and Provisioning Interval. In Alabama (Caged Only), Kentucky, 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 Covad 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 Covad 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 Covad 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 Covad 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.

To be considered a timely and accurate forecast, Covad 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.
6.7.2 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.
6.7.3 Construction and Provisioning Interval (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, 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 Covad 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.
6.7.4 Construction and Provisioning Interval (Georgia 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. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Covad or seek a waiver from this interval from the Commission.
6.7.5 Construction and Provisioning Interval (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 and twenty (120) calendar days for caged and ninety (90) 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 alternate provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
6.7.6 Construction and Provisioning Interval (South Carolina). BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than 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.
6.7.7 Construction and Provisioning Interval (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 Covad 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 Covad 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.
6.8 Joint Planning. Joint planning between BellSouth and Covad will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. The Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to Covad during joint planning. BellSouth will complete design work related to work for which BellSouth is responsible following joint planning.
6.9 Permits. BellSouth shall use its best efforts to assign Covad collocation space within BellSouth Premises that has existing infrastructure such as HVAC, lighting, and available power. To the extent that BellSouth is required to perform any work in connection with Covad's collocation arrangement, upon completion of the detailed engineering and architectural plans and upon request from Covad, BellSouth shall provide Covad information from which the determination of a permit requirement was made as soon as possible but no later than 20 calendar days, and advise Covad of the permitting authority and permit processing number(s) to enable Covad to check the progress on obtaining any necessary permit(s).
6.10 Acceptance Walk Through. Covad will contact BellSouth within seven (7) days of collocation space being ready to schedule and complete an acceptance walk through of each Collocation Space requested from BellSouth by Covad. BellSouth will correct
any deviations to Covad's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
6.11 Use of BellSouth Certified Supplier. Covad shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. All work performed by or for Covad shall conform to both BellSouth's guidelines and standards and generally accepted industry guidelines and standards. In some cases, Covad must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Covad with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Covad'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 Covad upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill Covad directly for all work performed for Covad 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 Covad or any supplier proposed by Covad.
6.12 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. Covad shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Covad's Collocation Space. Upon request, BellSouth will provide Covad with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Covad. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party.
6.13 Basic Telephone Service. Upon request of Covad, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested. BellSouth also shall provide Covad employees, contractors, agents, and representatives with reasonable access to basic facilities, such as restroom facilities, parking, and temporary, occasional use of electrical convenience outlets where available, while at BellSouth's premises.
6.14 Virtual to Physical Collocation Transition. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and that physical Collocation Space has subsequently become available, Covad may transition 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 Covad, such information will be provided to Covad in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to Covad within 180 calendar days of BellSouth's written
denial of Covad's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Covad was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then Covad may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Covad must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.
6.15 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.
6.15.1 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.
6.15.2 In Tennessee, BellSouth will complete Virtual to Physical conversions in place within thirty (30) calendar days.
6.16 Cancellation. If, at anytime prior to space acceptance, Covad cancels its order for the Collocation Space(s), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if Covad cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Covad 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..
6.17 Licenses. Covad, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.
6.18 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

## 7. Rates and Charges

7.1 BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of said Application Fee will be due as dictated by Covad's current billing cycle and is non-refundable.
7.1.1 In Tennessee the applicable Application Fee is the Planning Fee for both Applications and Subsequent Applications placed by Covad.
7.2 Recurring Charges for Space Preparation. The recurring charges for space preparation begin on the date that Covad executes the written document accepting the Collocation Space pursuant to Section 6.10, or on the date Covad first occupies the Collocation Space, whichever is sooner. If Covad fails to schedule and complete a walkthrough pursuant to Section 6.10 within 15 days after BellSouth releases the space for occupancy, then BellSouth shall begin billing Covad for recurring charges as of the sixteenth (16) day after BellSouth's releases the Collocation Space. Recurring charges for space preparation will not apply to the extent that such space preparation fees have previously been paid by Covad on a non-recurring basis.
7.2.1 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. Covad 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 Covad opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Covad as prescribed in Section 7.7
7.3 Space Preparation Fee in 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. Covad shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date Covad first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Covad opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to Covad as prescribed in Section 7.7.
7.4 Space Preparation Fee in Georgia. In Georgia, the Space Preparation Fee is a onetime fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of $\$ 100$ per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. . In the event Covad opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Covad as prescribed in Section 7.7
7.5 Space Preparation Fee in North Carolina. In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal -48V DC ampere requirements specified by Covad on the Bona Fide Application. The space preparation charges apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date Covad first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Covad opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Covad as described in Section 7.7.
7.6 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.
7.7 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, Covad shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Covad shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed $)+(0.5 \mathrm{x}$ maintenance aisle depth $)+(0.5 \mathrm{x}$ wiring aisle depth $)] \mathrm{X}$ (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 Covad's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Covad shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges begin on the date that Covad executes the written document accepting the Collocation Space pursuant to Section 6.10, or on the date Covad first occupies the Collocation Space, whichever is sooner. If Covad fails to schedule and complete a walkthrough pursuant to Section 6.10 within 15 days after BellSouth releases the space for occupancy, then BellSouth shall begin billing Covad for recurring charges as of the sixteenth (16) day after BellSouth's releases the Collocation Space.
7.8 Power. BellSouth shall make available -48 Volt (-48V) DC power for Covad's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at Covad's option within the Premises. BellSouth shall deliver power (including all necessary cabling) to Covad's collocation space or adjacent arrangement within the interval for preparation of space set forth in section 6.
7.8.1 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 Covad's equipment or space enclosure. When obtaining power from a BDFB, fuses and power cables (A\&B) must be engineered (sized), and installed by Covad's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A\&B) must be engineered (sized), and installed by Covad's BellSouth Certified power Supplier. Covad is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to Covad's equipment. At Covad's option, Covad may request that BellSouth run the power cabling from the BellSouth Power Board or Battery Distribution Fuse Board ("BDFB") to Covad's Collocation Space. Cables delivered should be of adequate length to terminate anywhere within that collocation arrangement. There will be a non-recurring charge for such cabling. Covad shall have responsibility for routing and terminating the cabling within its Collocation Space. Covad shall provide notification to BellSouth that such power cables have been terminated, and upon such notification BellSouth will install the appropriate protection devices.

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 Covad must provide BellSouth a copy of the engineering power specification prior to the day on which Covad's equipment becomes operational ("Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and Covad's arrangement area. Covad shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Covad'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. Covad shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.
7.8.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, Covad 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 Covad's dedicated power plant results in construction of a new power plant room, upon termination of Covad's right to occupy collocation space at such site, Covad
shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.
7.8.3 If Covad elects to install its own DC Power Plant, BellSouth shall provide AC power to feed Covad'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 Covad's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Covad's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date At Covad's option, Covad may request that BellSouth run the power cabling from the BellSouth Power Board or Battery Distribution Fuse Board ("BDFB") to Covad's Collocation Space. Cables delivered should be of adequate length to terminate anywhere within that collocation arrangement. There will be a non-recurring charge for such cabling. Non recurring charges shall consist of BellSouth engineering time and any vendor engineering and installation expenses, to include vendor labor, materials, and other expenses billed to BellSouth for supplying power cabling to Covad's Collocation Space. Covad shall be entitled to review the documentation supporting these charges. Covad shall have responsibility for routing and terminating the cabling within its Collocation Space. Covad shall provide notification to BellSouth that such power cables have been terminated, and upon such notification BellSouth will install the appropriate protection devices.
7.8.4 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 Covad's option, Covad may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
7.8.5 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 Covad's equipment or space enclosure. Covad shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within Covad's arrangement and terminations of cable within the collocation space.
7.8.6 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 Covad's arrangement area.
7.8.7 In Louisiana, Covad has the option to purchase power directly from an electric utility company. Under such an option, Covad 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 Covad 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 Covad in provisioning said power will be billed on an ICB basis.
7.9 Security Escort. A security escort will be required whenever Covad or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 6.5 .2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit C beginning with the scheduled escort time. Either Party will wait for one-half (1/2) hour after the scheduled time for such an escort and shall pay the other for such halfhour charges in the event either Party fails to show up.
7.10 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "trueup" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, Covad shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Covad. 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 body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement.
7.11 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. Late payment charges are as set forth in Attachment 7.

## 8 Insurance

8.1 Covad shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
8.2 Covad shall maintain the following specific coverage:
8.2.1 Commercial General Liability coverage in the amount of ten million dollars ( $\$ 10,000,000.00$ ) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ( $\$ 100,000.00$ ) each accident, one hundred thousand dollars ( $\$ 100,000.00$ ) each employee by disease, and five hundred thousand dollars $(\$ 500,000.00)$ policy limit by disease.
8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Covad's real and personal property situated on or within BellSouth's Central Office location(s).
8.2.4 Covad may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
8.5 All policies purchased by Covad 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 Covad's property has been removed from BellSouth's Premises, whichever period is longer. If Covad fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Covad.
8.4 Covad 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. Covad shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Covad's insurance company. Covad shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375
8.5 Covad must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
8.6 Self-Insurance. If Covad's net worth exceeds five hundred million dollars ( $\$ 500,000,000$ ), Covad may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.3. Covad 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 Covad in the event that self-insurance status is not granted to Covad. If BellSouth approves Covad for self-insurance, Covad shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Covad's corporate officers. The ability to self-insure shall continue so long as the Covad meets all of the requirements of this Section. If the Covad subsequently no longer satisfies this Section, Covad is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.3.
8.7 BellSouth shall procure and maintain insurance coverage, or will maintain a program of self insurance, at equivalent or higher levels as those imposed upon Covad under this Section.
8.8 The net worth requirements set forth in Section 8.6 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to Covad to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
8.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

## 9 Mechanics Liens

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

## 10 Inspections

10.1 BellSouth may periodically conduct an inspection of Covad's equipment and facilities in the Collocation Space(s) to check quality of engineering/installation of the Certified Vendor. BellSouth's inspection shall not delay activation of Covad's equipment
unless violation of BellSouth TR-73503 standards are discovered and communicated expressly and in writing by BellSouth to Covad. In such instances, Covad may activate service upon notice to BellSouth of the cure of such safety violation, if any. BellSouth may conduct an inspection if Covad adds equipment and may otherwise conduct routine inspections of safety measures at reasonable intervals as mutually agreed upon by the Parties, however, such routine inspections shall not exceed once a quarter. BellSouth shall provide Covad with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance written notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

## 11 Security and Safety Requirements

11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.4, preceding, or authorized agents of Covad will be permitted in the BellSouth Premises. Covad 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 Covad name. BellSouth reserves the right to remove from its premises any employee of Covad not possessing identification issued by Covad or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Covad shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Covad shall be solely responsible for ensuring that any Guest of Covad is in compliance with all subsections of this Section 11.
11.1.1 Covad will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Covad employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the Covad 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. This requirement will not apply if Covad has performed a preemployment statewide investigation of criminal history records, or where state law does not permit an investigation of the applicable counties for the Covad employee seeking access, for the states/counties where the Covad employee has worked and lived for the past five years.
11.1.2 Covad 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. BellSouth will administer security training to its personnel assigned to the BellSouth Premises.
11.1.3 Covad shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Covad 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 Covad personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Covad chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Covad may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
11.1.4 For each Covad employee hired by Covad within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Attachment, Covad 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, Covad will disclose the nature of the convictions to BellSouth at that time. In the alternative, Covad may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
11.1.5 For all other Covad employees requiring access to a BellSouth Premises pursuant to this Attachment, Covad shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 11.1.4 above and that security training was completed by the employee.
11.2 At BellSouth's request, Covad shall promptly remove from the BellSouth's Premises any employee of Covad BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of Covad is seen interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
11.3 Notification to BellSouth. BST reserves the right to interview Covad'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 Covad's Security contact of such interview. Covad and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Covad's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Covad for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Covad's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Covad for BellSouth property
which is stolen or damaged where an investigation determines the culpability of Covad's employees, agents, or contractors and where Covad agrees, in good faith, with the results of such investigation. Covad shall notify BellSouth in writing immediately in the event that Covad discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee found to have violated the security and safety requirements of this section. Covad shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
11.3.1 Notification to Covad. Covad reserves the right to interview BellSouth's employees, agents, or contractors in the event of wrongdoing in or around Covad's property or involving Covad's personnel, provided that Covad shall provide at least two business days' notice, unless otherwise agreed to by the parties, to BellSouth's Security contact of such interview. BellSouth and its contractors shall reasonably cooperate with Covad's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving BellSouth's employees, agents, or contractors. Additionally, Covad reserves the right to bill BellSouth for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that BellSouth's employees, agents, or contractors are responsible for the alleged act. Covad shall bill BellSouth for Covad property which is stolen or damaged where an investigation determines the culpability of BellSouth's employees, agents, or contractors and where BellSouth agrees, in good faith, with the results of such investigation. BellSouth shall provide Covad timely notification in the event that BellSouth discovers one of its employees is a possible security risk to Covad property. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices.
11.4 Use of Supplies. Unauthorized use of telecommunications equipment or supplies either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
11.5 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
11.6 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

## 12 <br> Destruction of Collocation Space

12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Covad's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate its 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 Covad'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 Covad, 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. Covad may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Covad's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Covad. Where allowed and where practical, Covad may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Covad shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Covad's permitted use, until such Collocation Space is fully repaired and restored and Covad's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where Covad has placed an Adjacent Arrangement pursuant to Section 3.5, Covad shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

## 13 Eminent Domain

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

## 14 Nonexclusivity

14.1 Covad 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 Covad 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 Covad 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. Covad should contact 1-800-743-6737 for BellSouth MSDS sheets.
1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Covad 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. Covad 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 Covad when operating in the BellSouth Premises.
1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Covad space with proper notification. BellSouth reserves the right to stop any Covad 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 Covad are owned by Covad. Covad 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 Covad or different hazardous materials used by Covad at BellSouth Facility. Covad 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 Covad to BellSouth.
1.7 Coordinated Environmental Plans and Permits. BellSouth and Covad 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 Covad will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Covad 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 Covad 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, Covad 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. Covad further agrees to cooperate with BellSouth to ensure that Covad'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 Covad, its employees, agents and/or subcontractors.

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

| ENVIRONMENTAL CATEGORIES | $\begin{gathered} \hline \text { ENVIRONMENTAL } \\ \text { ISSUES } \end{gathered}$ | 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 <br> Pollution liability insurance <br> EVET approval of contractor | - Std T\&C 450 <br> - Fact Sheet Series 17000 <br> - Std T\&C 660-3 <br> - Approved Environmental Vendor List (Contact E/S Management) |
| Emergency response | Hazmat/waste release/spill firesafety emergency | - Fact Sheet Series 1700 <br> - 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 <br> Performance of services in accordance with BST's environmental M\&Ps <br> Insurance | - Std T\&C 450 <br> - Std T\&C 450-B <br> - (Contact E/S for copy of appropriate E/S M\&Ps.) <br> - Std T\&C 660 |
| Transportation of hazardous material | Compliance with all applicable local, state, \& federal laws and regulations <br> Pollution liability insurance <br> EVET approval of contractor | - Std T\&C 450 <br> - Fact Sheet Series 17000 <br> - Std T\&C 660-3 <br> - Approved Environmental Vendor List (Contact E/S Management) |
| Maintenance/operations work which may produce a waste <br> Other maintenance work | Compliance with all application local, state, \& federal laws and regulations <br> Protection of BST employees and equipment | - Std T\&C 450 <br> - 29CFR 1910.147 (OSHA <br> Standard) <br> - 29CFR 1910 Subpart O (OSHA Standard) |


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

## 3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.
Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

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

## 4. ACRONYMS

E/S - Environmental/Safety
EVET - Environmental Vendor Evaluation Team
DEC/LDEC - Department Environmental Coordinator/Local Department Environmental
Coordinator
GU-BTEN-001BT - BellSouth Environmental Methods and Procedures
NESC - National Electrical Safety Codes
P\&SM - Property \& Services Management
Std. T\&C - Standard Terms \& Conditions

## THREE MONTH CLEC FORECAST

CLEC NAME $\qquad$

| STATE | Central Office/City | $\begin{array}{\|c\|} \hline \text { CAG } \\ \text { ED } \\ \text { Sq. } \\ \text { Ft. } \end{array}$ | CAGEL <br> Bay  <br> Standard  <br> Bays*  | LESS \# <br> ys <br> Non- <br> Standar <br> d <br> Bays** | $\begin{array}{\|c} \text { FRAME } \\ \text { TERMINATI } \\ \text { ONS } \end{array}$ | CLEC <br> Provided <br> BDFB-- <br> Amps <br> Load | BST <br> Provided <br> BDFB--- <br> Amps <br> Load | Heat Dissipation BTU/Hour | Entrance Facilities \# sheaths \& \# fibers | Proposed Applicatio $n$ Date | NOTES |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
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*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width $-26^{\prime \prime}$, Depth $-255^{\prime \prime}$. The standard height for all collocated equipment bays in BellSouth is $7^{\prime} 0{ }^{\prime \prime}$.
** 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.

## 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 Covad is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location pursuant to Section 4.

All the negotiated rates, terms and conditions set forth in this Attachment pertain to Remote Site Collocation and the provisioning of Remote Collocation Space.
1.2 Right to occupy. BellSouth shall offer to Covad Remote Site Collocation on rates, terms, and conditions that are just, reasonable, nondiscriminatory 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 Covad a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by Covad and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for other BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for Remote Site collocation at BellSouth remote locations other than those specified above. The size specified by Covad may contemplate a request for space sufficient to accommodate Covad's growth within a two year period.
1.2.1 Virtual Collocation. Virtual Collocation will be provided in accordance with the Terms and Conditions of the applicable BellSouth State Tariff and if not available, then in accordance with BellSouth's FCC No. 1 Tariff. Virtual collocation rates are as set forth in Attachment 2 of this Agreement.
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 Covad that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon Covad's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Covad. Covad agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Covad. 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 Covad as above, Covad shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with Covad 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. Covad 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. Covad shall use the Remote Collocation Space for the purposes of installing, maintaining and operating Covad's equipment (to include testing and monitoring equipment) that is necessary for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services, as specifically set forth in this Attachment The Remote Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.
1.6 Rates and charges. Covad agrees to pay the rates and charges identified in Exhibit B attached hereto, on an interim basis, subject to true-up, when effective rates of these elements are set by State Commissions.

## 2. Space Notification

2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit Covad 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. BellSouth will respond to an Application within ten (10) business days as to whether space is available or not available
within a BellSouth Remote Site Location. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 6.5 .2 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 Covad of the amount of space that is available.

### 2.3 Space Availability Report. Upon request from Covad, BellSouth will

 provide a written report ("Space Availability Report") describing in detail the space that is available for collocation and 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. A Space Availability report does not reserve space at the premises.2.3.1 The request from Covad 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 and for the Remote Site Location may be obtained from Telecordia Technologies. If Covad is unable to obtain the CLLI code, from for example a site visit to the remote site, Covad may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, Covad should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. Covad should complete all the requested information and submit the Request with the applicable fee to BellSouth.
2.3.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) business days of receipt of such request.
$2.4 \quad$ Remote Terminal information. Upon request, BellSouth will provide Covad with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number_and address of customers that are served by a particular remote terminal.
2.4.1 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a Covad request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by Covad, up to a maximum of thirty (30) wire centers per Covad request per month per state and up to for a maximum of 120 wire centers total per month per state for all CLECs; and (iii) Covad agrees to pay the costs incurred by BellSouth in providing the information.
2.5 Denial of Application. After notifying Covad that BellSouth has no available space in the requested Remote Site Location ("Denial of Application"), BellSouth will allow Covad, upon request, to tour the Remote Site Location within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) business days of the Denial of Application. Any request for a tour which BellSouth receives later than (5) business days after the Denial of Application shall be granted within ten (10) business days of the request.
2.6 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251 (c)(6).
2.7 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 Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. Covad must submit an updated, complete, and correct Application to BellSouth within 30 business days or notify BellSouth in writing that Covad wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If Covad 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 Covad from the waiting list. Upon request, BellSouth will advise Covad as to its position on the list.
2.8 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) business 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 Remote Site Location previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.
$2.9 \quad$ State Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section applicable to Covad, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all Applications submitted for the first time after the effective date thereof for that jurisdiction.

## 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 Covad to collocate Covad's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Covad to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments pursuant to Section 6. For equipment requiring special technical considerations, Covad must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.8 following. Subject to space availability and technical feasibility, at Covad's option, Covad may enclose its equipment.

### 3.3 Shared (Subleased) Collocation. Covad may allow other

 telecommunications carriers to share Covad's Remote Site collocation arrangement pursuant to terms and conditions agreed to by Covad ("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. Covad shall notify BellSouth in writing upon execution of any agreement betweenthe Host and its Guest within ten (10) business days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Covad 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 Covad.
3.3.1 Covad shall be the sole interface and responsible Party to BellSouth for the purpose of submitting Applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In the event the Host and Guest jointly submit an 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 B. 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 Covad 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 Covad's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
$3.4 \quad$ Adjacent Collocation. BellSouth will provide approval for adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") where space within the Remote Site Location is legitimately exhausted, subject to technical feasibility, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property and where permitted by zoning and other applicable state and local regulations. The Remote Site Adjacent Arrangement shall be constructed or procured by Covad and in conformance with BellSouth's design and construction specifications. Further, Covad shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
3.4.1 Should Covad elect such an option, Covad 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, Covad and Covad's BellSouth

Certified Contractor must comply with local building code requirements. Covad's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Covad's BellSouth Certified Contractor shall bill Covad directly for all work performed for Covad pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. Covad 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 Covad's locked enclosure prior to notifying Covad.
3.4.2 BellSouth maintains the right to review Covad's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s). BellSouth may inspect the Remote Site Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require Covad, at Covad'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 five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.
3.4.3 Covad shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At Covad'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. Covad's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
3.4.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 preceding.
3.5 Co-carrier cross-connect (CCXC). Covad shall not obtain collocation from BellSouth for the primary or sole purpose of cross-connecting to other competitive carriers. BellSouth will permit Covad to interconnect between its virtual or physical collocation arrangements and those of another collocated CLEC whose Agreement contains co-carrier cross-connect language.
3.5.1 The CCXC shall be provisioned through facilities owned by Covad. Such connections to other carriers may be made using either optical or electrical facilities. Covad 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. Covad may not self-provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. Covad is responsible for ensuring the integrity of the signal.
3.5.2 Covad shall be responsible for obtaining authorization from the other CLEC(s) involved. Covad 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. Covad-provisioned CCXC shall utilize common cable support structure. In the case of two contiguous collocation arrangements, Covad may have the option of constructing its own dedicated support structure.
3.5.3 CCSXs that run between different enclosures at the remote site must comply 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, Covad and Covad's BellSouth Certified Contractor must comply with local building code requirements. Covad's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Covad's BellSouth Certified Contractor shall bill Covad directly for all work performed for Covad pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor.

## 4. Occupancy

4.1 Commencement Date. The "Commencement Date" shall be the day Covad's equipment becomes operational as described in Article 4.2, following.
4.2 Occupancy. BellSouth will notify Covad in writing that the Remote Collocation Space is ready for occupancy. Covad must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, Covad's telecommunications equipment will be deemed operational when connected to BellSouth's network for the purpose of service provision.
4.3 Termination. Except where otherwise agreed to by the Parties, Covad may terminate occupancy in a particular Remote Collocation Space upon thirty (30) business days prior written notice to BellSouth. Upon termination of such occupancy, Covad at its expense shall remove its equipment and other property from the Remote Collocation Space. Covad shall have thirty (30) business days from the termination date to complete such removal, unless the parties agree to extend that interval, including the removal of all equipment and facilities of Covad's Guests; provided, however, that Covad shall continue payment of monthly fees to BellSouth until such date as Covad has fully vacated the Remote Collocation Space. Should Covad or Covad's Guest fail to vacate the Remote Collocation Space within thirty (30) business days from the termination date, BellSouth shall have the right to remove the equipment and other property of Covad or Covad's Guest at Covad's expense and with no liability for damage or injury to Covad or Covad'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, Covad shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the Covad except for ordinary wear and tear unless otherwise agreed to by the Parties. Covad 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 that is necessary for interconnection to BellSouth's network or for access to 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).
5.1.1 When BellSouth responds to an application for collocation, BellSouth will determine if the equipment Covad seeks to collocate is necessary based on the criteria established by the FCC. If, in BellSouth's opinion, equipment Covad seeks to collocate is not necessary for interconnection or access to unbundled network elements, BellSouth shall inform Covad in writing within the time period set forth in Section 2.1 of this attachment. If disagreement exists between the parties regarding whether the equipment Covad seeks to collocate is necessary for interconnection or access to unbundled network elements pursuant to FCC rules, either party may seek to resolve the issue pursuant to the dispute resolution provisions of this agreement. Whenever BellSouth objects to collocation of equipment by Covad for the purposes within the scope of Section

251(c)(6) of the Act, BellSouth shall prove to the Commission that the equipment is not "necessary" for the purpose of obtaining interconnection or access to unbundled network elements in accordance with the FCC's rules. BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. BellSouth may not object to the collocation of equipment on the grounds that the equipment fails to comply with National Equipment and Building Specifications performance standards. If BellSouth denies collocation of Covad's equipment, citing safety standards, BellSouth must provide to Covad within five (5) business days of the denial a list of all equipment that BellSouth locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that BellSouth contends Covad's equipment fails to meet. This affidavit must set forth in detail: the exact safety requirement that Covad's equipment does not satisfy; BellSouth's basis for concluding that Covad's equipment does not meet this safety requirement; and BellSouth's basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety.
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; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards.
5.1.3 Covad 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.
5.1.4 Covad shall place a plaque or other identification affixed to Covad's equipment necessary to identify Covad's equipment, including a list of emergency contacts with telephone numbers.
5.1.5 All Covad equipment installation shall comply with BellSouth TR 7350311, Section 8, "Grounding - Engineering Procedures." Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the remote collocation site. All copper conductor pairs, working and non-working, shall be equipped with
a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.
5.2 Entrance Facilities. Covad may elect to place Covad-owned or Covadleased entrance facilities into the Remote Collocation Space from Covad'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. Covad 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. Covad must contact BellSouth for instructions prior to placing the entrance facility cable. Covad is responsible for maintenance of the entrance facilities.
5.2.1 Shared Use. Covad may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another Covad collocation arrangement within the same BellSouth Remote Site Location.
5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between Covad'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. Covad or its agent must perform all required maintenance to Covad equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following
5.4 Covad's Equipment and Facilities. Covad, or if required by this Attachment, Covad's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Covad.
5.5 BellSouth's Access to Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications
5.6 Access. Pursuant to Section 11, Covad shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Covad 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 Covad or Covad's Guests provided with access keys ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. Covad agrees to be responsible for all Access Keys and for the return of all said Access Keys in the
possession of Covad employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Covad or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.
5.7 Lost or Stolen Access Keys. Covad 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), Covad shall pay for all reasonable costs associated with the re-keying.
$5.8 \quad$ Interference or Impairment. Notwithstanding any other provisions of this Attachment, Covad 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 Covad violates the provisions of this paragraph, BellSouth shall give written notice to Covad, which notice shall direct Covad to cure the violation within forty-eight (48) hours of Covad's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Covad 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 Covad's equipment. BellSouth will provide notice to Covad as soon as possible after taking such action and shall have no liability to Covad for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
5.9 Presence of Facilities. Facilities and equipment placed by Covad 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 Covad at any time. Any damage caused to the Remote Collocation Space by Covad's employees, agents or representatives shall be promptly repaired by Covad at its expense.
5.10 Alterations. In no case shall Covad or any person acting on behalf of Covad make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Covad. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require an Application Fee, pursuant to sub-section 6.2.2.
5.11 Upkeep of Remote Collocation Space. Covad shall be responsible for the general upkeep of the Remote Collocation Space. Covad shall be responsible for removing any Covad debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

## 6. Ordering and Preparation of Remote Collocation Space

6.1 State or Federal Regulatory agency impose procedures or intervals. Should any state or federal regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section applicable to Covad, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all applications submitted for the first time after the effective date thereof for that jurisdiction.
6.2 Application for Space. Covad shall submit a Remote Site Collocation Application when Covad or Covad's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Remote Collocation Space.
6.2.1 Initial Application. For Covad or Covad's Guest(s) equipment placement, Covad shall submit to BellSouth an Application,. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Covad's Remote Collocation Space(s).
6.2.2 Application Fee. BellSouth will assess an Application Fee on a service order which shall be issued at the time BellSouth responds that space is available pursuant to Section 2.1.
6.3 Application Response.
6.3.1 Application Response. In Alabama, Kentucky, 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 7.
6.3.2 Application Response (South Carolina) Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, The following will apply. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. 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.
6.3.3 When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide
Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
6.3.4 Application Response (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 7.
6.3.5 Application Response (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 Covad to place a Firm Order. When Covad submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.
6.3.6 Application Response (Georgia and Mississippi). In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty (20) 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.
6.3.7 Application Response (Louisiana). In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. BellSouth will respond 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, and any additional engineering charges, if applicable, together with sufficient information to explain such extension.
6.4 Application Modifications.
6.4.1 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 Covad 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 Covad 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 Covad to submit the Application with an Application Fee. Upon request, BellSouth shall submit documentation to support the amount of the Application Fee being assessed to Covad.

### 6.5 Bona Fide Firm Order.

6.5.1 Bona Fide Firm Order. In Alabama, Kentucky, North Carolina, and Tennessee, Covad 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 Covad 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 Covad's Bona Fide Application. If the Bona Fide Firm Order is not received by BellSouth within five (5) business days after BellSouth's Application Response to Covad's Bona Fide Application, the provisioning interval will be increased by one (1) business day for each business day after the initial five (5) business days. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Covad's Bona Fide Application or the Application will expire
6.5.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. Covad 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 Covad 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 after BellSouth's Application Response to Covad's Bona Fide Application or the Application will expire.
6.5.3 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 Covad's Bona Fide Firm Order within seven (7) calendar days 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.
6.6 BellSouth will permit one accompanied site visit to Covad's designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to Covad.

### 6.7 Construction and Provisioning

6.7.1 Construction and Provisioning Intervals.
6.7.1.1 Construction and Provisioning Intervals (Alabama (Caged only), Kentucky, 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 Covad 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 Covad 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 Covad 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 Covad 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.
6.7.1.1.1 To be considered a timely and accurate forecast, Covad 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, Remote Site CLLI, number of bays, number of DS0, DS1, DS3 terminations, equipment power requirements (power drain) and planned application date.
6.7.1.2 Construction and Provisioning Interval (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 Covad cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.
6.7.1.3 Construction and Provisioning Interval (Georgia, 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. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
6.7.1.4 Construction and Provisioning Interval (Louisiana). BellSouth will complete construction for 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 for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
6.7.1.5 Construction and Provisioning Interval (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.
6.7.1.6 Construction and Provisioning Interval (Tennessee). BellSouth will complete construction for collocation arrangements under Ordinary

Page 20
Conditions within a maximum of 90 calendar days from 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 Covad or seek a waiver from this interval from the Commission.
6.7.1.7 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 Covad with the estimated completion date in its Response.
6.8 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
6.9 $\quad$ Acceptance Walk Through. Covad will contact BellSouth within seven (7) days of collocation space being ready to schedule and complete an acceptance walk through of each Collocation Space requested from BellSouth by Covad. BellSouth will correct any deviations to Covad's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
$6.10 \quad$ Use of BellSouth Certified Supplier. Covad shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. All work performed by or for Covad shall conform to both BellSouth's guidelines and standards and generally accepted industry guidelines and standards. In some cases, Covad must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Covad with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Covad'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 Covad upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill Covad directly for all work performed for Covad 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 Covad or any supplier proposed by Covad.
6.11 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. Placement of these alarms will not impede Covad's access to the Remote Collocation Space. Covad shall be responsible for placement, monitoring and removal of alarms used to service Covad's Remote Collocation Space and for ordering the necessary services therefore. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
6.12 Basic Telephone Service. Upon request of Covad, BellSouth will provide basic telephone service to the Remote Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.
6.13 Virtual Remote Site Collocation Transition. 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 B of this agreement. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, Covad may purchase 2-wire and 4-wire cross-connects as set forth the service inquiry procedures established for sub loop unbundling as set forth in Attachment 2 of the Interconnection Agreement, and Covad may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and that physical Remote Collocation Space has subsequently become available, Covad may transition its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate 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 Covad, such information will be provided to Covad in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to Covad within 180 calendar days of BellSouth's written denial of Covad's request for physical collocation, and (ii) Covad was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then Covad may transition 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. Covad must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.
6.14 Cancellation. If, at anytime prior to space acceptance, Covad cancels its order for the Collocation Space(s), BellSouth will bill the applicable nonrecurring rate for any and all work processes for which work has begun. In Georgia, if Covad cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Covad 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...
6.15 Licenses. Covad, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.
6.16 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

## 7. Rates and Charges

7.1 Recurring Fees. Recurring fees for space occupancy shall be billed upon space completion or space acceptance, whichever occurs first. Other charges shall be billed upon request for the services. All charges shall be due within 20 days of the bill date.
7.2 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power Covad's equipment. Covad shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.
7.3

Power. BellSouth shall make available -48 Volt (-48V) DC power for Covad's Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at Covad'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

Page 23
the power requirements for Covad's equipment exceeds the capacity for the rack/bay, then such power requirements shall be assessed on a recurring per amp basis for the individual case.
7.3.1 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Covad's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Covad'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 Covad's option, Covad may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
7.4 Security Escort. A security escort will be required whenever Covad or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 6.4.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit B.
7.5 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by effective order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, Covad shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Covad. 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. [3/6/01 CLOSED] In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction

Page 24
over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement.
7.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Late payment charges are as set forth in Attachment 7.
8. Insurance
8.1 Covad shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
8.2 Covad shall maintain the following specific coverage:
8.2.1 Commercial General Liability coverage in the amount of ten million dollars ( $\$ 10,000,000.00$ ) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ( $\$ 10,000,000.00$ ). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Covad's real and personal property situated on or within BellSouth's Central Office location(s).
8.2.4 Covad may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
8.3 All policies purchased by Covad 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 Covad's property has been removed from BellSouth's Premises, whichever period is longer. If Covad

Page 25
fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Covad.
8.4 Covad 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. Covad shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Covad's insurance company. Covad shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375
8.5 Covad must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
8.6 Self-Insurance. If Covad's net worth exceeds five hundred million dollars ( $\$ 500,000,000$ ), Covad may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.3. Covad 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 Covad in the event that self-insurance status is not granted to Covad. If BellSouth approves Covad for self-insurance, Covad shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Covad's corporate officers. The ability to self-insure shall continue so long as the Covad meets all of the requirements of this Section. If the Covad subsequently no longer satisfies this Section, Covad is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.3.
8.7 BellSouth shall procure and maintain insurance coverage, or will maintain a program of self insurance, at equivalent or higher levels as those imposed upon Covad under this Section.
8.8 The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to Covad to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
8.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

## 9. Mechanics Liens

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

## 10. Inspections

10.1 BellSouth may periodically conduct an inspection of Covad's equipment and facilities in the Collocation Space(s) to check quality of engineering/installation of the Certified Vendor. BellSouth's inspection shall not delay activation of Covad's equipment unless violation of BellSouth TR-73503 standards are discovered and communicated expressly and in writing by BellSouth to Covad. In such instances, Covad may activate service upon notice to BellSouth of the cure of such safety violation, if any. BellSouth may conduct an inspection if Covad adds equipment and may otherwise conduct routine inspections of safety measures at reasonable intervals as mutually agreed upon by the Parties, however, such routine inspections shall not exceed once a quarter. BellSouth shall provide Covad with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance written notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

## 11. Security and Safety Requirements

11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and

Attachment 4RS
Page 27
authorized employees, authorized Guests, pursuant to Section 3.4, preceding, or authorized agents of Covad will be permitted in the BellSouth Premises. Covad 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 Covad name. BellSouth reserves the right to remove from its premises any employee of Covad not possessing identification issued by Covad or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Covad shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Covad shall be solely responsible for ensuring that any Guest of Covad is in compliance with all subsections of this Section 11.
11.1.1 Covad will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Covad employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the Covad 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. This requirement will not apply if Covad has performed a preemployment statewide investigation of criminal history records, or where state law does not permit an investigation of the applicable counties for the Covad employee seeking access, for the states/counties where the Covad employee has worked and lived for the past five years.
11.1.2 Covad 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. BellSouth will administer security training to its personnel assigned to the BellSouth Premises.
11.1.3 Covad shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Covad 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 Covad personnel who have been identified to have misdemeanor criminal convictions.
Notwithstanding the foregoing, in the event that Covad chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Covad may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
11.1.4 For each Covad employee hired by Covad within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Attachment, Covad 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, Covad will disclose the nature of the convictions to BellSouth at that time. In the alternative, Covad may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
11.1.5 For all other Covad employees requiring access to a BellSouth Premises pursuant to this Attachment, Covad shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 11.1.4 above and that security training was completed by the employee.
11.2 At BellSouth's request, Covad shall promptly remove from the BellSouth's Premises any employee of Covad BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of Covad is seen interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
11.3 Notification to BellSouth. BST reserves the right to interview Covad'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 Covad's Security contact of such interview. Covad and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Covad's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Covad for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Covad's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Covad for BellSouth property which is stolen or damaged where an investigation determines the culpability of Covad's employees, agents, or contractors and where Covad agrees, in good faith, with the results of such investigation. Covad shall notify BellSouth in writing immediately in the event that Covad discovers one of its
employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee found to have violated the security and safety requirements of this section. Covad shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
11.3.1 $\quad$ Notification to Covad. Covad reserves the right to interview BellSouth's employees, agents, or contractors in the event of wrongdoing in or around Covad's property or involving Covad's personnel, provided that Covad shall provide at least two business days' notice, unless otherwise agreed to by the parties, to BellSouth's Security contact of such interview. BellSouth and its contractors shall reasonably cooperate with Covad's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving BellSouth's employees, agents, or contractors. Additionally, Covad reserves the right to bill BellSouth for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that BellSouth's employees, agents, or contractors are responsible for the alleged act. Covad shall bill BellSouth for Covad property which is stolen or damaged where an investigation determines the culpability of BellSouth's employees, agents, or contractors and where BellSouth agrees, in good faith, with the results of such investigation. BellSouth shall provide Covad timely notification in the event that BellSouth discovers one of its employees is a possible security risk to Covad property. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices.
11.4 Use of Supplies. Unauthorized use of telecommunications equipment or supplies either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
11.5 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
11.6 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

## 12. Destruction of Collocation Space

12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered partially or wholly unsuitable for Covad's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate its use of the affected 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 Covad'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 Covad, 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. Covad may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Covad's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Covad. Where allowed and where practical, Covad may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Covad shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Covad's permitted use, until such Collocation Space is fully repaired and restored and Covad's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where Covad has placed an Adjacent Arrangement pursuant to Section 3.5 , Covad shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

## 13. Eminent Domain

13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or

Attachment 4RS
Page 31
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 Covad shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

## 14. Nonexclusivity

14.1 Covad 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 Remote Site Collocation arrangements.

## 1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and Covad 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 Covad 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. Covad should contact 1-800-743-6737 for BellSouth MSDS sheets.
1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Covad 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. Covad 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 Covad when operating in the BellSouth Premises.
1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Covad space with proper notification. BellSouth reserves the right to stop any Covad 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 Covad are owned by Covad. Covad will indemnify BellSouth for claims, lawsuits or damages to persons or property

Page 33
caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by Covad or different hazardous materials used by Covad at BellSouth Facility. Covad 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 Covad to BellSouth.
1.7 Coordinated Environmental Plans and Permits. BellSouth and Covad 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 Covad will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Covad 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 Covad 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, Covad 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. Covad further agrees to cooperate with BellSouth to ensure that Covad'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 Covad, its employees, agents and/or subcontractors.

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

Page 34

| 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 <br> Pollution liability insurance <br> EVET approval of contractor | - Std T\&C 450 <br> - Fact Sheet Series 17000 <br> - Std T\&C 660-3 <br> - Approved Environmental Vendor List (Contact E/S Management) |
| Emergency response | Hazmat/waste release/spill firesafety emergency | - Fact Sheet Series 1700 <br> - 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 <br> Performance of services in accordance with BST's environmental M\&Ps <br> Insurance | - Std T\&C 450 <br> - Std T\&C 450-B <br> - (Contact E/S for copy of appropriate E/S M\&Ps.) <br> - Std T\&C 660 |
| Transportation of hazardous material | Compliance with all applicable local, state, \& federal laws and regulations <br> Pollution liability insurance <br> EVET approval of contractor | - Std T\&C 450 <br> - Fact Sheet Series 17000 <br> - Std T\&C 660-3 <br> - Approved Environmental Vendor List (Contact E/S Management) |
| Maintenance/operations work which may produce a waste <br> Other maintenance work | Compliance with all application local, state, \& federal laws and regulations <br> Protection of BST employees and equipment | - Std T\&C 450 <br> - 29CFR 1910.147 (OSHA Standard) <br> - 29CFR 1910 Subpart O (OSHA Standard) |


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

## 3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.
Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

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

## 4. ACRONYMS

E/S - Environmental/Safety
EVET - Environmental Vendor Evaluation Team
DEC/LDEC - Department Environmental Coordinator/Local Department Environmental
Coordinator
GU-BTEN-001BT - BellSouth Environmental Methods and Procedures
NESC - National Electrical Safety Codes
P\&SM - Property \& Services Management
Std. T\&C - Standard Terms \& Conditions

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


| CATEGORY | NOTE | UNBUNDLED NETWORK ELEMENT | Interim Indicator | Zone | BCS | usoc | RATES (\$) |  |  |  |  | OSS RATES (\$) |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  | Nonrecurring |  | Nonr |  | $\begin{gathered} \text { Svc Order } \\ \text { Submitted } \\ \text { Elec } \\ \text { per LSR } \\ \hline \end{gathered}$ | Svc Order Submitted Manually per LSR | Incremental Charge - Manua Svc Order vs Electronic-1s SOMAN | Incremental <br> Charge - Manual <br> Svc Order vs. <br> Electronic-Add'। <br> SOMAN | Incremental <br> Charge- <br> Manual Svc <br> Order vs. <br> Electronic-Disc <br> 1st$\|$ | Incremental <br> Charge - <br> Manual Svc <br> Order vs. <br> Electronic-Disc <br> Add'I |
|  |  |  |  |  |  |  | Rec | First | Add'l | First | Add'। | SOMEC | SOMAN |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Welded Wire Cage - First 100 Sq. Ft. | 1 |  | CLO | PE1BW | 178.65 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Welded Wire Cage - Add' 50 Sq. Ft. | 1 |  | CLO | PE1CW | 17.52 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Security Access System - Security System per Central Office | , |  | CLO | PE1AX | 54.14 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Security Access System - New Access Card Activation, per Card | 1 |  | CLO | PE1A1 | 0.0607 | 46.20 | 46.20 | 8.72 | 8.72 |  |  |  |  |  |  |
|  |  | Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card | 1 |  | CLO | PE1AA |  | 15.40 | 15.40 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card | 1 |  | CLO | PE1AR |  | 45.02 | 45.02 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Security Access - Initial Key, per Key | 1 |  | CLO | PE1AK |  | 26.19 | 26.19 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key | 1 |  | CLO | PE1AL |  | 26.19 | 26.19 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Space Availability Report per premises | 1 |  | CLO | PE1SR |  | 2,150.00 | 2,150.00 |  |  |  |  |  |  |  |  |
|  |  | POT Bay Arrangements prior to 6/1/99-2-Wire CrossConnect, per cross-connect |  |  | $\begin{gathered} \text { UEANL, } \\ \text { CLO } \end{gathered}$ | PE1PE | 0.08 |  |  |  |  |  |  |  |  |  |  |
|  |  | POT Bay Arrangements prior to 6/1/99-4-Wire CrossConnect, per cross-connect |  |  | CLO | PE1PF | 0.17 |  |  |  |  |  |  |  |  |  |  |
|  |  | POT Bay Arrangements prior to 6/1/99 - DS1 CrossConnect, per cross-connect |  |  | CLO | PE1PG | 0.69 |  |  |  |  |  |  |  |  |  |  |
|  |  | POT Bay Arrangements prior to 6/1/99- DS3 CrossConnect, per cross-connect |  |  | CLO | PE1PH | 4.74 |  |  |  |  |  |  |  |  |  |  |
|  |  | POT Bay Arrangements prior to 6/1/99-2-Fiber CrossConnect, per cross-connect |  |  | CLO | PE1B2 | 32.02 |  |  |  |  |  |  |  |  |  |  |
|  |  | POT Bay Arrangements prior to 6/1/99-4-Fiber CrossConnect, per cross-connect |  |  | CLO | PE1B4 | 40.48 |  |  |  |  |  |  |  |  |  |  |
|  |  | Collocation Cable Records - per request * | 1 |  | CLO | PE1CR |  | 1,518.57 | 976.22 | 265.99 | 265.99 |  |  |  |  |  |  |
|  |  | Collocation Cable Records - VG/DSO Cable, per cable record * | 1 |  | CLO | PR1CD |  | 653.83 | 653.83 | 378.24 | 378.24 |  |  |  |  |  |  |
|  |  | Collocation Cable Records - VG/DS0 Cable, per each 100 pair * | 1 |  | CLO | PE1CO |  | 9.62 | 9.62 | 11.79 | 11.79 |  |  |  |  |  |  |
|  |  | Collocation Cable Records - DS1, per T1TIE* | 1 |  | CLO | PE1C1 |  | 4.50 | 4.50 | 5.52 | 5.52 |  |  |  |  |  |  |
|  |  | Collocation Cable Records - DS3, per T3TIE* | 1 |  | CLO | PE1C3 |  | 15.75 | 15.75 | 19.32 | 19.32 |  |  |  |  |  |  |
|  |  | Collocation Cable Records - Fiber Cable, per cable record * | 1 |  | CLO | PE1CB |  | 168.97 | 168.97 | 154.25 | 154.25 |  |  |  |  |  |  |
|  |  | Physical Collocation - Security Escort - Basic, per Half Hour | 1 |  | CLO | PE1BT |  | 33.85 | 21.45 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Security Escort - Overtime, per Half Hour | 1 |  | CLO | PE10T |  | 44.09 | 27.71 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Security Escort - Premium, per Half Hour | 1 |  | CLO | PE1PT |  | 54.33 | 33.96 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft. | 1 |  | CLO | PE1ES | 0.0026 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Co-Carrier Cross Connects Copper/Coax Cable Support Structure, per lin. ft. | 1 |  | CLO | PE1DS | 0.0038 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable | 1 |  | CLO |  |  | 535.37 |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Co-Carrier Cross Connects Copper/Coax Cable Support Structure, per cable | 1 |  | CLO |  |  | 535.37 |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ADJACENT COLLOCATION |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - Space Charge per Sq. Ft. | 1 |  | CLO | PE1JA | 0.2542 |  |  |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - Electrical Facility Charge per Linear Ft. | 1 |  | CLO | PE1JC | 5.44 |  |  |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 2-Wire Cross-Connects | 1 |  | CLO | PE1P2 | 0.0598 | 24.95 | 23.97 | 12.80 | 11.67 |  |  |  |  |  |  |

Version 3Q01: 10/18/01

| CATEGORY | NOTE | UNBUNDLED NETWORK ELEMENT | Interim Indicator | Zone | BCS | usoc | RATES (\$) |  |  |  |  | OSS RATES (\$) |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  | Nonrecurring |  | Nonre |  | Svc Order Submitted Elec per LSR | $\begin{gathered} \text { Svc Order } \\ \text { Submitted } \\ \text { Manually per } \\ \text { LSR } \\ \hline \end{gathered}$ | Incremental <br> Charge - Manual <br> Sve Order v. <br> Electronic-s. 1 st | Incremental <br> Charge - Manual <br> Svc Order vs. <br> Electronic-Add'l | Incremental <br> Charge- <br> Manual Svc <br> Order vs. <br> Electronic-Disc <br> 1st | Incremental <br> Cange - <br> Manual Sve <br> Order vs. <br> Electronic-Disc <br> Add"I |
|  |  |  |  |  |  |  | Rec | First | Add'I | First | Add'। | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 4 -Wire Cross-Connects | 1 |  | UEA,UH L,UDL, U CL,CLO | PE1P4 | 0.1196 | 25.14 | 24.11 | 13.18 | 11.96 |  |  |  |  |  |  |
|  |  | Adiacent Collocation - DS1 Cross-Connects | 1 |  | USL,CL | PE1P1 | 1.04 | 44.19 | 32.13 | 12.94 | 11.82 |  |  |  |  |  |  |
|  |  | Adjacent Collocation - DS3 Cross-Connects | 1 |  | CLO | PE1P3 | 14.12 | 41.93 | 30.69 | 14.72 | 12.05 |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 2-Fiber Cross-Connect | 1 |  | CLO | PE1F2 | 2.39 | 41.93 | 30.69 | 14.72 | 12.06 |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 4-Fiber Cross-Connect | 1 |  | CLO | PE1F4 | 4.57 | 51.14 | 39.90 | 18.97 | 16.30 |  |  |  |  |  |  |
|  |  | Adjacent Collocation - Application Fee | 1 |  | CLO | PE1JB |  | 1,555.00 |  | 0.99 |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp | 1 |  | CLO | PE1FB | 5.39 |  |  |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp | 1 |  | CLO | PE1FD | 10.79 |  |  |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp | 1 |  | CLO | PE1FE | 16.18 |  |  |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp | 1 |  | CLO | PE1FG | 37.37 |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| PHYSICAL COLLOCATION IN THE REMOTE SITE |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation in the Remote Site - Application Fee * | 1 |  | CLORS | PE1RA |  | 608.17 | 608.17 | 323.44 | 323.44 |  |  |  |  |  |  |
|  |  | Cabinet Space in the Remote Site per Bay/Rack * | 1 |  | CLORS | PE1RB | 224.82 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation in the Remote Site - Security Access Key * | 1 |  | CLORS | PE1RD |  | 25.88 | 25.88 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation in the Remote Site - Space Availability Report per Premises Requested * | 1 |  | CLORS | PE1SR |  | 229.02 | 229.02 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested * | 1 |  | CLORS | PE1RE |  | 74.22 | 74.22 |  |  |  |  |  |  |  |  |
|  |  | Remote Site DLEC Data (BRSDD), per Compact Disk, per CO | 1 |  | CLORS | PE1RR |  | 233.38 |  |  |  |  |  |  |  |  |  |
| PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Remote Site-Adjacent Collocation - AC Power, per breaker amp | 1 |  | CLORS | PE1RS | 6.27 |  |  |  |  |  |  |  |  |  |  |
|  |  | Remote Site-Adjacent Collocation - Real Estate, per square foot | 1 |  | CLORS | PE1RT | 0.134 |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | I' = Interim rates |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | NOTE: If | ecurity Escort and/or Add'l Engineering Fees becom | e necess | or | mote | collo | Par | tiate a | riate rates |  |  |  |  |  |  |  |  |


| CATEGORY | NOTE | UNBUNDLED NETWORK ELEMENT | Interim Indicator | Zone | BCS | usoc | RATES (\$) |  |  |  |  | OSS RATES (\$) |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  | Nonrecurring |  |  |  | Svc Order Submitted Elec per LSR | Svc Order <br> Submitted <br> Manually per <br> LSR <br> SOMAN | Incremental <br> Charge Manual <br> Sve Order vs. <br> Electronic-1st <br> SomAN | Incremental <br> Charge - Manual <br> Svc Order vs. <br> Electronic-Add'। <br> SOMAN | Incremental <br> Charge- <br> Manual Svc <br> order vs. <br> Electroni-Disc <br> 1st | Incremental <br> Charge- <br> Manual Svc <br> Order vs. <br> Electronic. Disc <br> Add'I$\|$SOMAN |
|  |  |  |  |  |  |  | Rec | First | Add'I | First | Add'l | SOMEC |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| PHYSICAL COLLOCATION |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Application Fee - Initial |  |  | CLO | PE1BA |  | 2,597.00 | 2,597.00 | 1.01 | 1.01 |  |  |  |  |  |  |
|  |  | Physical Collocation - Application Fee - Subsequent |  |  | CLO | PE1CA |  | 2,236.00 | 2,236.00 | 1.01 | 1.01 |  |  |  |  |  |  |
|  |  | Physical Collocation - Space Preparation - Firm Order Processing |  |  | CLO | PE1SJ |  | 288.33 | 288.33 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Space Preparation - C.O. Modification per square ft. |  |  | CLO | PE1SK | \$2.3800 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless |  |  | CLO | PE1SL | \$0.0000 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Space Preparation - Common Systems Modification per Cage |  |  | CLO | PE1SM | \$92.5500 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Cable Installation |  |  | CLO | PE1BD |  | 1,750.00 | 1,750.00 | 45.16 | 45.16 |  |  |  |  |  |  |
|  |  | Physical Collocation - Floor Space per Sq. Ft. |  |  | CLO | PE1PJ | \$7.8600 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Cable Support Structure |  |  | CLO | PE1PM | \$18.9600 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Power per Fused Amp |  |  | CLO | PE1PL | \$7.8000 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - 120V, Single Phase Standby Power Rate |  |  | CLO | PE1FB | \$5.3200 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - 240V, Single Phase Standby Power Rate |  |  | CLO | PE1FD | \$10.7700 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - 120V, Three Phase Standby Power Rate |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Rate ${ }^{\text {Physical Collocation - 277V, Three Phase Standby Power }}$ |  |  |  | PEIFE | \$16.1500 |  |  |  |  |  |  |  |  |  |  |
|  |  | Rate |  |  | CLO | PE1FG | \$37.3000 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - 2-Wire Cross-Connects |  |  | UEANL, UEA, U DN,UD C,UAL, UHL,UC L,UEQ | PE1P2 | \$0.0276 | 8.22 | 7.22 | 5.74 | 4.58 |  |  |  |  |  |  |
|  |  | Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting |  |  | UEPSR, UEPSB | PE1LS | \$0.0276 | 8.22 | 7.22 | 5.74 | 4.58 |  |  |  |  |  |  |
|  |  | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res |  |  | UEPSR | PE1R2 | \$0.0276 | 8.22 | 7.22 | 5.74 | 4.58 |  |  |  |  |  |  |
|  |  | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade - Res |  |  | UEPRX | PE1R2 | \$0.0276 | 8.22 | 7.22 | 5.74 | 4.58 |  |  |  |  |  |  |
|  |  | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus |  |  | UEPSP | PE1R2 | \$0.0276 | 8.22 | 7.22 | 5.74 | 4.58 |  |  |  |  |  |  |
|  |  | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res |  |  | UEPSE | PE1R2 | \$0.0276 | 8.22 | 7.22 | 5.74 | 4.58 |  |  |  |  |  |  |
|  |  | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus |  |  | UEPSB | PE1R2 | \$0.0276 | 8.22 | 7.22 | 5.74 | 4.58 |  |  |  |  |  |  |
|  |  | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN |  |  | UEPSX | PE1R2 | \$0.0276 | 8.22 | 7.22 | 5.74 | 4.58 |  |  |  |  |  |  |
|  |  | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN |  |  | UEPTX | PE1R2 | \$0.0276 | 8.22 | 7.22 | 5.74 | 4.58 |  |  |  |  |  |  |
|  |  | Physical Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire |  |  | UEPDD | PE1R4 | \$0.0552 | 8.42 | 7.36 | 5.90 | 4.66 |  |  |  |  |  |  |
|  |  | Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1 |  |  | UEPEX | PE1R4 | \$0.0552 | 8.42 | 7.36 | 5.90 | 4.66 |  |  |  |  |  |  |
|  |  | Physical Collocation -4-Wire Cross-Connects |  |  | CLO | PE1P4 | \$0.0552 | 8.42 | 7.36 | 5.90 | 4.66 |  |  |  |  |  |  |
|  |  | Physical Collocation - DS1 Cross-Connects |  |  | CLO | PE1P1 | \$1.3200 | 27.77 | 15.52 | 5.93 | 4.77 |  |  |  |  |  |  |
|  |  | Physical Collocation - DS3 Cross-Connects |  |  | CLO | PE1P3 | \$16.8100 | 25.48 | 14.05 | 7.77 | 5.01 |  |  |  |  |  |  |
|  |  | Physical Collocation - 2-Fiber Cross-Connect |  |  | CLO | PE1F2 | \$3.3400 | 41.94 | 30.52 | 13.91 | 11.16 |  |  |  |  |  |  |
|  |  | Physical Collocation - 4-Fiber Cross-Connect |  |  | CLO | PE1F4 | \$5.9200 | 51.30 | 39.87 | 18.29 | 15.54 |  |  |  |  |  |  |


| CATEGORY | note | UNBundLed network element | Interim Indicator | Zone | BCs | usoc | RATES (\$) |  |  |  |  | OSS RATES (\$) |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  | Nonrecurring |  | Non | ring | Svc Order Elec per LSR | $\begin{gathered} \text { Svc Order } \\ \text { Submitted } \\ \text { Manually per } \\ \text { LSR } \\ \hline \end{gathered}$ | Incremental Charge - Manual Svc Order vs. Electronic-1st | ncremental <br> Charge - Manual <br> Svc Order vs. <br> Electronic-Add'I | Incremental <br> Charge. <br> Manual Svc <br> Order s. <br> Electronic-Disc <br> 1st | Incremental <br> Charge - <br> Manual Svc <br> Ocrer vs. <br> Electronic-Disc <br> Add'l |
|  |  |  |  |  |  |  | Rec | First | Add'I | First | Add'I | SOMEC | SOMAN | SOMAN | SOMAN |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Welded Wire Cage - First 100 Sq. Ft. |  |  | CLO | PE1BW | \$189.4500 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Weilded Wire Cage - Add'1 50 Sq. Ft. |  |  | CLO | PE1CW | \$18.5800 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft. |  |  | CLO | PE1AX | \$0.0105 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Security Access System - New Access Card Activation, per Card |  |  | CLO | PE1A1 | \$0.0577 | 55.80 | 55.80 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card |  |  | CLO | PE1AA |  | 15.65 | 15.65 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card |  |  | CLO | PE1AR |  | 45.75 | 45.75 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Security Access - Initial Key, per Key |  |  | CLO | PE1AK |  | 26.30 | 26.30 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key |  |  | CLO | PE1AL |  | 26.30 | 26.30 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Space Availability Report per premises |  |  | CLO | PE1SR |  | 2,159.00 | 2,159.00 |  |  |  |  |  |  |  |  |
|  |  | Collocation Cable Records - per request |  |  | CLO | PE1CR |  | 1,525.00 | 980.22 | 267.08 | 267.08 |  |  |  |  |  |  |
|  |  | Collocation Cable Records - VG/DS0 Cable, per cable record |  |  | CLO | PR1CD |  | 656.50 | 656.50 | 379.78 | 379.78 |  |  |  |  |  |  |
|  |  | Collocation Cable Records - VG/DSO Cable, per each 100 pair |  |  | CLO | PE1CO |  | 9.66 | 9.66 | 11.84 | 11.84 |  |  |  |  |  |  |
|  |  | Collocation Cable Records - DS1, per T1TIE |  |  | CLO | PE1C1 |  | 4.52 | 4.52 | 5.54 | 5.54 |  |  |  |  |  |  |
|  |  | Collocation Cable Records - DS3, per T3TIE |  |  | CLO | PE1C3 |  | 15.82 | 15.82 | 19.4 | 19.4 |  |  |  |  |  |  |
|  |  | Collocation Cable Records - Fiber Cable, per cable record |  |  | CLO | PE1CB |  | 169.67 | 169.67 | 154.89 | 154.89 |  |  |  |  |  |  |
|  |  | Physical Collocation - Security Escort - Basic, Per Quarter Hour |  |  | CLO | PE1BQ |  | 16.99 | 16.99 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Security Escort - Overtime, Per Quarter Hour |  |  | CLO | PE10Q |  | 22.13 | 22.13 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Security Escort - Premium, Per Quarter Hour |  |  | CLO | PE1PQ |  | 27.27 | 27.27 |  |  |  |  |  |  |  |  |
|  |  | 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 | 535.54 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Co-Carrier Cross Connects Copper/Coax Cable Support Structure, per cable |  |  | CLO |  |  | 535.54 | 535.54 |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ADJACENT COLLOCATION |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - Space Charge per Sq. Ft. |  |  | CLO | PE1JA | \$0.0164 |  |  |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - Electrical Facility Charge per Linear Ft. |  |  | CLO | PE1JC | \$5.1100 |  |  |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 2-Wire Cross-Connects |  |  | CLO | PE1P2 | \$0.0213 | 24.69 | 23.69 | 11.77 | 10.62 |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 4-Wire Cross-Connects |  |  | $\begin{gathered} \text { UEA,UH } \\ \text { L,UDL, } \\ \text { UCL,CL } \\ 0 \end{gathered}$ | PE1P4 | \$0.0426 | 24.88 | 23.83 | 12.04 | 10.80 |  |  |  |  |  |  |
|  |  | Adjacent Collocation - DS1 Cross-Connects |  |  | $\begin{gathered} \hline \text { USL,CL } \\ 0 \end{gathered}$ | PE1P1 | \$1.2200 | 44.24 | 31.98 | 12.07 | 10.91 |  |  |  |  |  |  |
|  |  | Adjacent Collocation - DS3 Cross-Connects |  |  | CLO | PE1P3 | \$16.5600 | 41.94 | 30.52 | 13.91 | 11.15 |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 2-Fiber Cross-Connect |  |  | CLO | PE1F2 | \$2.8100 | 41.94 | 30.52 | 13.91 | 11.18 |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 4-Fiber Cross-Connect |  |  | CLO | PE1F4 | \$5.3600 | 51.30 | 39.87 | 18.29 | 15.54 |  |  |  |  |  |  |
|  |  | Adjacent Collocation - Application Fee |  |  | CLO | PE1JB |  | 2,785.00 | 2,785.00 | 1.01 | 1.01 |  |  |  |  |  |  |


| CATEGORY | NOTE | UnbundLed network element | Interim Indicator | Zone | BCS | usoc | RATES (\$) |  |  |  |  | OSS RATES (\$) |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  | Nonrecurring |  |  |  | Svc Order Submitted per LSR | $\begin{array}{\|c\|c} \begin{array}{c} \text { Svc Order } \\ \text { Submitted } \\ \text { Manually per } \end{array} \\ \hline \text { LR } \end{array}$ | Incremental <br> Charge - Manual <br> Svc Order vs. <br> Electronic-1st <br> SOMAN | Incremental Charge - Manual Svc Order vs. Electronic-Add'। | Incremental <br> Charge. <br> Manual Sve <br> Order vs. <br> Electroni--Disc <br> 1st$\|$ | Incremental <br> Charge- <br> Manual Svc <br> order vs. <br> Electroni-Disc <br> Add'।$\|$ |
|  |  |  |  |  |  |  | Rec | First | Add'I | First | Add'I | SOMEC | SOMAN |  | SOMAN |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp |  |  | CLO | PE1FB | \$5.3800 |  |  |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp |  |  | CLO | PE1FD | \$10.7700 |  |  |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp |  |  | CLO | PE1FE | \$16.1500 |  |  |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp |  |  | CLO | PE1FG | \$37.3000 |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| PHYSICAL COLLOCATION IN THE REMOTE SITE |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation in the Remote Site - Application Fee |  |  | CLORS | PE1RA |  | 617.91 | 617.91 | 328.81 | 328.81 |  |  |  |  |  |  |
|  |  | Cabinet Space in the Remote Site per Bay/Rack |  |  | CLORS | PE1RB | \$219.4900 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation in the Remote Site - Security Access Key |  |  | CLORS | PE1RD |  | 26.20 | 26.20 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation in the Remote Site - Space Availability |  |  | CLORS | PE1SR |  | 232.69 | 232.69 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested |  |  | CLORS | PE1RE |  | 75.41 | 75.41 |  |  |  |  |  |  |  |  |
|  |  | Remote Site DLEC Data (BRSDD), per Compact Disk, per CO |  |  | CLORS | PE1RR |  | 233.51 | 233.51 |  |  |  |  |  |  |  |  |
| PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Remote Site-Adjacent Collocation - AC Power, per breaker amp |  |  | CLORS | PE1RS | \$6.2700 |  |  |  |  |  |  |  |  |  |  |
|  |  | Remote Site-Adjacent Collocation - Real Estate, per square foot |  |  | CLORS | PE1RT | \$0.1340 |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | " 1 = Interim rate |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | TE: If | ecurity Escort and/or Add'l Engineering Fees ber | me ne |  | or rem | site | n, he | dill | 这 | riate |  |  |  |  |  |  |  |




| CATEGORY | NOTE | UNBUNDLED NETWORK ELEMENT | Interim Indicator | Zone | BCS | usoc | RATES (\$) |  |  |  |  | OSS RATES (\$) |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  | Nonrecurring |  | Nonrecurring <br> Disconnect |  | Svc Order <br> Submitted <br> Elec <br> per LSR <br> SeO | $\begin{array}{\|c\|c} \begin{array}{c} \text { Svc Order } \\ \text { Submitted } \\ \text { Manually per } \end{array} \\ \hline \text { LR } \end{array}$ | Incremental <br> Charge - Manual <br> Sve Order v. <br> Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'\| | Incremental <br> Charge - <br> Manual Svc <br> Order vs. <br> Electronic-Diso <br> 1st | Incremental <br> Charge - <br> Manual Svc <br> Order vs. <br> Electronic-Disc <br> Add'l |
|  |  |  |  |  |  |  | Rec | First | Add'I | First | Add' | SOMEC |  | SOMAN | SOMAN |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp | 1 |  | CLO | PE1FB | 5.52 |  |  |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp | 1 |  | CLO | PE1FD | 11.05 |  |  |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp | 1 |  | CLO | PE1FE | 16.58 |  |  |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp | 1 |  | CLO | PE1FG | 38.27 |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| PHYSICAL COLLOCATION IN THE REMOTE SITE |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation in the Remote Site - Application Fee * | 1 |  | CLORS | PE1RA |  | 931.61 | 931.61 |  |  |  |  |  |  |  |  |
|  |  | Cabinet Space in the Remote Site per Bay/ Rack ${ }^{*}$ | 1 |  | CLORS | PE1RB | 224.82 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation in the Remote Site - Security Access Key * | 1 |  | CLORS | PE1RD |  | 25.88 | 25.88 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation in the Remote Site - Space Availability Report per Premises Requested * | 1 |  | CLORS | PE1SR |  | 229.02 | 229.02 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested * | 1 |  | CLORS | PE1RE |  | 74.22 | 74.22 |  |  |  |  |  |  |  |  |
|  |  | Remote Site DLEC Data (BRSDD), per Compact Disk, per CO | 1 |  | CLORS | PE1RR |  | 232.88 |  |  |  |  |  |  |  |  |  |
| PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Remote Site-Adjacent Collocation - AC Power, per breaker amp | 1 |  | CLORS | PE1RS | 6.27 |  |  |  |  |  |  |  |  |  |  |
|  |  | Remote Site-Adjacent Collocation - Real Estate, per square foot | 1 |  | CLORS | PE1RT | 0.134 |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | "l" = Interim rates |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  | y for remot |  | cation, | Parties |  |  |  |  |  |  |  |  |  |  |  |





| CATEGORY | NOTE | UNBUNDLED NETWORK ELEMENT | Interim Indicator | Zone | BCS | usoc | RATES (\$) |  |  |  |  | OSS RATES (\$) |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  | $\begin{gathered} \text { Svc Order } \\ \text { Submitted } \\ \text { Elec } \\ \text { per LSR } \end{gathered}$ | $\begin{gathered} \text { Svc Order } \\ \text { Submitted } \\ \text { Manually per } \\ \text { LSR } \\ \hline \end{gathered}$ | Incremental Charge - Manual Svc Order vs. Electronic-1s | Incremental <br> Charge - Manual <br> Svc Order vs. <br> Electronic-Add'l | Incremental <br> Charge- <br> Manual Svc <br> Order vs. <br> Electronic-Disc <br> 1st <br> SOMAN | Incremental <br> Charge. <br> Manual Sve <br> Order vs. <br> Electroni--Disc <br> Add"।$\|$SOMAN |
|  |  |  |  |  |  |  |  | Nonrecurring |  | Nonrecurring |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Rec | First | Add'I | First | Add'I | SOMEC | SOMAN | SOMAN | SOMAN |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| PHYSICAL COLLOCATION |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Application Fee - Initial | 1 |  | CLO | PE1BA |  | 1,837.24 | 1,837.24 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Application Fee - Subsequent | I |  | CLO | PE1CA |  | 1,533.41 | 1,533.41 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Space Preparation - Firm Order Processing | 1 |  | CLO | PE1SJ |  | 583.33 | 583.33 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation-Space Preparation - C.O. Modification | , |  | CLO | PE1SK | 231 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Space Preparation - Common | , |  | OLO | , | 2.70 |  |  |  |  |  |  |  |  |  |  |
|  |  | Systems Modification per square ft. - Cageless | 1 |  | CLO | PE1SL | 2.70 |  |  |  |  |  |  |  |  |  |  |
|  |  | Systems Modification per Cage | 1 |  | CLO | PE1SM | 91.60 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Cable Installation | 1 |  | CLO | PE1BD |  | 841.54 | 841.54 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Floor Space per Sq. Ft. | 1 |  | CLO | PE1PJ | 5.30 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Cable Support Structure | 1 |  | CLO | PE1PM | 18.31 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Power per Fused Amp | 1 |  | CLO | PE1PL | 8.32 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - 120V, Single Phase Standby Power Rate | , |  | CLO | PE1FB | 5.45 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - 240V, Single Phase Standby Power |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Prate Rate | 1 |  | CLO | PE1FD | 10.92 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - 120V, Three Phase Standby Power Rate | 1 |  | CLO | PE1FE | 16.37 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - 277V, Three Phase Standby Power |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  | UEANL,U |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - 2-Wire Cross-Connects | 1 |  | EA,UDN, UDC,UAL UHL,UCL UEQ | PE1P2 | 0.0318 | 11.94 | 11.46 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting | 1 |  | UEPSR, UEPSB | PE1LS | 0.036 | 33.61 | 3176 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation 2-Wire Cross Connect, Exchange Port |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | 2-Wire Analog - Res | 1 |  | UEPSR | PE1R2 | 0.26 | 23.04 | 22.11 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade - Res | 1 |  | UEPRX | PE1R2 | 0.26 | 23.04 | 22.11 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation 2-Wire Cross Connect, Exchange Port | 1 |  | UEPSP | PE1R2 | 026 | 23.04 | 22.11 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation 2-Wire Cross Connect, Exchange Port |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | 2-Wire Voice Grade PBX Trunk - Res | 1 |  | UEPSE | PE1R2 | 0.26 | 23.04 | 22.11 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus | 1 |  | UEPSB | PE1R2 | 0.26 | 23.04 | 22.11 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN | 1 |  | UEPSX | PE1R2 | 0.26 | 23.04 | 22.11 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN | 1 |  | UEPTX | PE1R2 | 0.26 | 23.04 | 22.11 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  | 1 |  | UEPDD | PE1R4 | 0.52 | 23.23 | 22.24 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1 | 1 |  | UEPEX | PE1R4 | 0.52 | 23.23 | 22.24 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - 4 -Wire Cross-Connects | 1 |  | CLO | PE1P4 | 0.0636 | 12.04 | 11.53 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - DS1 Cross-Connects | 1 |  | CLO | PE1P1 | 1.04 | 21.39 | 15.47 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - DS3 Cross-Connects | I |  | CLO | PE1P3 | 13.21 | 20.28 | 14.76 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - 2-Fiber Cross-Connect | 1 |  | CLO | PE1F2 | 2.62 | 20.28 | 14.76 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - 4-Fiber Cross-Connect | 1 |  | CLO | PE1F4 | 4.65 | 24.81 | 19.29 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Welded Wire Cage - First 100 Sq. Ft. | 1 |  | CLO | PE1BW | 184.50 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Welded Wire Cage - Add' 50 Sq. Ft. | 1 |  | CLO | PE1CW | 18.10 |  |  |  |  |  |  |  |  |  |  |










| CATEGORY | NOTE | UNBUNDLED NETWORK ELEMENT | Interim Indicator | Zone | BCS | usoc | RATES (\$) |  |  |  |  | OSS RATES (\$) |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  | $\begin{gathered} \text { Svc Order } \\ \text { Submitted } \\ \text { Elec } \\ \text { per LSR } \\ \hline \end{gathered}$ | Svc Order Submitted Manually per LSR | Incremental Charge Manual Sve Order vs. Electronic-1st SOMAN | Charge Manual Svc Order vs. ElectronicAdd'I | tineremental Charge Manual Sve Order vs. ElectronicDisc 1st SOMAN | neremental <br> Charge - <br> Manual Svc <br> Order vs. <br> Electronic- <br> Disc Add'I <br> SOMAN |
|  |  |  |  |  |  |  |  | Nonrecurring |  | Nonrecurring |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Rec | First | Add'I | First | Add'I | SOMEC |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| PHYSICAL COLLOCATION |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Application Fee - Initial | 1 |  | CLO | PE1BA |  | 3,768.00 | 3,768.00 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Application Fee - Subsequent | 1 |  | CLO | PE1CA |  | 3,141.00 | 3,141.00 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Space Preparation - Firm Order Processing | 1 |  | CLO | PE1SJ |  | 1,204.00 | 1,204.00 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Space Preparation - C.O. Modification | 1 |  | co | PE1SK | 275 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Space Preparation - Common |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Systems Modification per square ft. - Cageless | 1 |  | CLO | PE1SL | 3.24 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Space Preparation - Common Systems Modification per Cage | 1 |  | CLO | PE1SM | 110.17 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Cable Installation | 1 |  | CLO | PE1BD |  | 1,621.00 | 1,621.00 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Floor Space per Sq. Ft. | 1 |  | CLO | PE1PJ | 3.95 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Cable Support Structure | 1 |  | CLO | PE1PM | 21.33 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Power per Fused Amp | 1 |  | CLO | PE1PL | 9.19 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - 120V, Single Phase Standby Power Rate | 1 |  | CLO | PE1FB | 5.67 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - 240V, Single Phase Standby Power | , |  | CLO | PE1FD | 1136 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - 120V, Three Phase Standby Power |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Rate | 1 |  | CLO | PE1FE | 17.03 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - 277V, Three Phase Standby Power | 1 |  | CLO | PE1FG | 39.33 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - 2 -Wire Cross-Connects | , |  | $\begin{aligned} & \text { UEANL,U } \\ & \text { EEA,UN, } \\ & \text { UDC,UAL, } \\ & \text { UHL,UCL, }, \\ & \text { UEQ } \\ & \hline \end{aligned}$ | PE1P2 | 0.034 | 33.75 | 31.86 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation-2 Wire Cross Connects (Loop) for Line Spilting | 1 |  | UEPSR, UEPSB | PE1LS | 0.034 | 33.75 | 31.86 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res | 1 |  | UEPSR | PE1R2 | 0.3648 | 41.50 | 38.94 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation 2-Wire Cross Connect, Exchange Port | 1 |  | 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 | 1 |  | UEPSB | PE1R2 | 0.3648 | 41.50 | 38.94 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN | 1 |  | UEPSX | PE1R2 | 0.3648 | 41.50 | 38.94 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN | 1 |  | UEPTX | PE1R2 | 0.3648 | 41.50 | 38.94 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire | 1 |  | 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 | 1 |  | CLO | PE1P4 | 0.068 | 33.71 | 31.75 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - DS1 Cross-Connects | 1 |  | CLO | PE1P1 | 1.12 | 53.05 | 39.96 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - DS3 Cross-Connects | 1 |  | CLO | PE1P3 | 14.21 | 52.11 | 38.68 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - 2-Fiber Cross-Connect | 1 |  | CLO | PE1F2 | 2.82 | 52.11 | 38.69 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - 4-Fiber Cross-Connect | 1 |  | CLO | PE1F4 | 5.01 | 64.69 | 51.26 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Welded Wire Cage - First 100 Sq. Ft. | 1 |  | CLO | PE1BW | 219.19 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Weilded Wire Cage - Add' 50 Sq. Ft. | 1 |  | CLO | PE1CW | 21.50 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Security Access System - Security System per Central Office | 1 |  | CLO | PE1AX | 74.12 |  |  |  |  |  |  |  |  |  |  |




| CATEGORY | NOTE | UNBUNDLED NETWORK ELEMENT | Interim Indicator | Zone | BCS | USOC | RATES (\$) |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  | Svc Order Submitted per LSR | Svc Order Submitted Manually per LSR | Incremental Charge Manual Sve Order vs. Electronic-1st | Charge Manual Sve Order vs. ElectronicAdd'I | theremental <br> Charge - <br> Manual Sve <br> Order vs. <br> Electronic- <br> Disc 1st | theremental <br> Charge - <br> Manual Svc <br> Order vs. <br> Electronic- <br> Disc Add'I <br> SOMAN |
|  |  |  |  |  |  |  |  | Nonrecurring |  | Nonrecurring |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  | Disconnect |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Rec | First | Add'l | First | Add'I | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| PHYSICAL COLLOCATION |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Application Fee - Initial | 1 |  | CLO | PE1BA |  | 3,767.00 | 3,767.00 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Application Fee - Subsequent | 1 |  | CLO | PE1CA |  | 3,140.00 | 3,140.00 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Space Preparation - Firm Order Processing | 1 |  | CLO | PE1SJ |  | 1,204.00 | 1,204.00 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Space Preparation - C.O. Modification per square ft . | 1 |  | CLO | PE1SK | 2.74 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless | 1 |  | CLO | PE1SL | 2.95 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Space Preparation - Common |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Systems Modification per Cage | 1 |  | CLO | PE1SM | 100.14 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Cable Installation | 1 |  | CLO | PE1BD |  | 1,757.00 | 1,757.00 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Floor Space per Sq. Ft. | 1 |  | CLO | PE1PJ | 6.75 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Cable Support Structure | 1 |  | CLO | PE1PM | 19.80 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Power per Fused Amp | 1 |  | CLO | PE1PL | 8.87 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - 120V, Single Phase Standby Power Rate | 1 |  | CLO | PE1FB | 5.60 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation-240V, Single Phase Standby Power Rate | 1 |  | CLO | PE1FD | 11.22 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - 120V, Three Phase Standby Power | 1 |  | co | PE1FE | 16.82 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - 277V, Three Phase Standby Power Ryate |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Rate | 1 |  | CLO | PE1FG | 38.84 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation-2-Wire Cross-Connects | 1 |  | UEANL,U <br> EA,UDN, UDC,UAL UHL,UCL <br> UEQ | PE1P2 | 0.033 | 33.82 | 31.92 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation-2 Wire Cross Connects (Loop) for Line | 1 |  | UEPSR, <br> UEPSB | PE1LS | 0.033 | 33.82 | 3192 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res | 1 |  | UEPSR | PE1R2 | 0.30 | 19.20 | 19.20 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation 2-Wire Cross Connect, Exchange Port |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | 2-Wire Voice Grade - Res | 1 |  | UEPRX | PE1R2 | 0.30 | 19.20 | 19.20 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus | 1 |  | UEPSP | PE1R2 | 0.30 | 19.20 | 19.20 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res | 1 |  | UEPSE | PE1R2 | 0.30 | 19.20 | 19.20 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog-Bus | 1 |  | UEPSB | PE1R2 | 0.30 | 19.20 | 19.20 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN | 1 |  | UEPSX | PE1R2 | 0.30 | 19.20 | 19.20 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN | 1 |  | UEPTX | PE1R2 | 0.30 | 19.20 | 19.20 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation 4-Wire Cross Connect, Exchange Port |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | DDITS 4-Wire | 1 |  | UEPDD | PE1R4 | 0.50 | 19.20 | 19.20 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1 | 1 |  | UEPEX | PE1R4 | 0.50 | 19.20 | 19.20 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - 4 -Wire Cross-Connects | 1 |  | CLO | PE1P4 | 0.066 | 33.94 | 31.95 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation- DS1 Cross-Connects | 1 |  | CLO | PE1P1 | 1.51 | 53.27 | 40.16 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - DS3 Cross-Connects | 1 |  | CLO | PE1P3 | 19.26 | 52.37 | 38.89 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - 2-Fiber Cross-Connect | 1 |  | CLO | PE1F2 | 3.82 | 52.37 | 38.89 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - 4-Fiber Cross-Connect | 1 |  | CLO | PE1F4 | 6.79 | 65.03 | 51.55 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Welded Wire Cage - First 100 Sq. Ft. | 1 |  | CLO | PE1BW | 218.53 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Weilded Wire Cage - Add' 50 Sq. Ft. | 1 |  | CLO | PE1CW | 21.44 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Security Access System - Security System per Central Office | 1 |  | CLO | PE1AX | 55.99 |  |  |  |  |  |  |  |  |  |  |



| CATEGORY | NOTE | UNBUNDLED NETWORK ELEMENT | Interim Indicator | Zone | BCS | usoc | RATES (\$) |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  | $\begin{gathered} \text { Svc Order } \\ \text { Submitted } \\ \text { Elec } \\ \text { per LSR } \\ \hline \end{gathered}$ | Svc Order Submitted Manually per LSR | Incremental Charge Manual Sve Order vs. Electronic-1st SOMAN | Charge Manual Svc Order vs. ElectronicAdd'I | tineremental Charge Manual Sve Order vs. ElectronicDisc 1st SOMAN | neremental <br> Charge Manual Svc Order vs. ElectronicDisc Add'I SOMAN |
|  |  |  |  |  |  |  |  | Nonrecurring |  | Nonrecurring |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  | Disconnect |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Rec | First | Add'I | First | Add'I | SOMEC | SOMAN |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Caged Collocation-Cable Support Structure-Cable Racking, per entrance cable |  |  | CLO | PE1CS | 21.47 |  |  |  |  |  |  |  |  |  |  |
|  |  | Plhysical Caged Collocation-Power-Power Construction, per amp DC plant $\square$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  | 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 Connectsconnection to DCS, per ckt. |  |  | CLO | PE11S | 7.68 | 41.65 |  |  |  |  |  |  |  |  |  |
|  |  | Physical Caged Collocation-DS1 Cross ConnectsConnection to DSX, per ckt. |  |  | CLO | PE11X | 0.38 | 41.65 |  |  |  |  |  |  |  |  |  |
|  |  | Physical Caged Collocation-DS3 Cross ConnectsConnection to DCS per ckt |  |  | CLO | PE13S | 53.96 | 298.03 |  |  |  |  |  |  |  |  |  |
|  |  | Physical Caged Collocation-DS3 Cross Connects- |  |  | CLO | PE13X | 932 | 29803 |  |  |  |  |  |  |  |  |  |
|  |  | 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. | 1 |  | CLO | PE1ES | 0.0031 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Co-Carrier Cross Connects Copper/Coax Cable Support Structure, per lin. ft. | 1 |  | CLO | PE1DS | 0.0045 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable | 1 |  | CLO |  |  | 555.03 |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation - Co-Carrier Cross Connects - |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Copper/Coax Cable Support Structure, per cable | 1 |  | CLO |  |  | 555.03 |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ADJACENT COLLOCATION |  |  | 1 |  | CLO | PE1JA | 0.069 |  |  |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - Electrical Facility Charge per Linear | , |  | CLO | PE1JC | 6.06 |  |  |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 2 -Wire Cross-Connects | 1 |  | CLO | PE1P2 | 0.033 | 33.82 | 31.92 |  |  |  |  |  |  |  |  |
|  |  |  |  |  | UEA, UHL, |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Adiacent Collocation-4-Wire Cross-Connects | 1 |  | UDL,UCL, , | PE1P4 | 0.066 | 33.94 | 31.95 |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - DS1 Cross-Connects | I |  | USL,CLO | PE1P1 | 1.51 | 53.27 | 40.16 |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - DS3 Cross-Connects | 1 |  | CLO | PE1P3 | 19.26 | 52.37 | 38.89 |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 2-Fiber Cross-Connect | 1 |  | CLO | PE1F2 | 3.82 | 52.37 | 38.89 |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 4-Fiber Cross-Connect | 1 |  | CLO | PE1F4 | 6.79 | 65.03 | 51.55 |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - Application Fee | 1 |  | CLO | PE1JB |  | 3,160.00 |  |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp | 1 |  | CLO | PE1FB | 5.60 |  |  |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp | 1 |  | CLO | PE1FD | 11.22 |  |  |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 120V, Three Phase Standby Power | , |  | CLO | PE1FE | 16.82 |  |  |  |  |  |  |  |  |  |  |
|  |  | Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp | 1 |  | CLO | PE1FG | 38.84 |  |  |  |  |  |  |  |  |  |  |
|  |  |  | 1 |  | CLO | PEIFG |  |  |  |  |  |  |  |  |  |  |  |
| PHYSICAL COLLOCATION IN THE REMOTE SITE |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation in the Remote Site - Application Fee * | 1 |  | CLORS | PE1RA |  | 872.95 | 872.95 |  |  |  |  |  |  |  |  |
|  |  | Cabinet Space in the Remote Site per Bay/ Rack * | 1 |  | CLORS | PE1RB | 219.37 |  |  |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation in the Remote Site - Security Access - | 1 |  | CLORS | PE1RD |  | 26.23 | 26.23 |  |  |  |  |  |  |  |  |
|  |  | Physical Collocation in the Remote Site - Space Availability Report per Premises Requested * | 1 |  | CLORS | PE1SR |  | 232.12 | 232.12 |  |  |  |  |  |  |  |  |



## Attachment 5

## Access to Numbers and Number Portability

## TABLE OF CONTENTS

1. Non-Discriminatory Access To Telephone Numbers ..... 3
2. Number Portability Permanent Solution ..... 3
3. Service Provider Number Portability ..... 4
4. SPNP Implementation ..... 4
5. Transition To Permanent Number Portability ..... 7
6. True-Up ..... 7
7. Operational Support System (OSS) Rates ..... 7
Rates ..... Exhibit A

## ACCESS TO NUMBERS AND NUMBER PORTABILITY

## 1. Non-Discriminatory Access to Telephone Numbers

All the negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.
1.1 During the term of this Agreement, Covad shall contact the North American Numbering Plan Administrator, Neustar, for the assignment of numbering resources. In order to be assigned a Central Office Code, Covad will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).
1.2 For the purposes of the resale of BellSouth's telecommunications services by Covad, BellSouth will provide Covad with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a preordering basis shall be for a period of ninety (90) days. Covad acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth may request that Covad cancel its reservations of numbers. Covad shall comply with such request.
1.3. Further, upon Covad request and for the purposes of the resale of BellSouth's telecommunications services by Covad, BellSouth will reserve up to 100 telephone numbers per Common Language Location Identifier Code (CLLIC), for Covad's sole use. Such telephone number reservations shall be transmitted to Covad via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. Covad acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for Covad's reasonable need in that particular CLLIC.

## 2. Number Portability Permanent Solution

2.1 The FCC, the Commissions, and industry forums have developed and BellSouth is implementing a permanent approach to providing service provider number portability. Both Parties will implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to Permanent Number Portability (PNP) as set forth in Section 5 of this Attachment, Interim Service Provider Number Portability (SPNP) may be available only until such permanent solution is implemented in an end office.
2.2 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in FCC No. 1 and will be billed to Covad where

Covad is a subscriber to local switching or where Covad is a reseller of BellSouth telecommunications services. This charge will not be discounted.

## 3. Service Provider Number Portability

3.1 Definition. Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.
3.2 Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of Covad. Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the Covad switch that serves the subscriber.
3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic local exchange service.

### 3.4 Rates

Rates for SPNP are set out in Exhibit A to this Attachment. If no rate is identified in the Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

## 4. SPNP Implementation

4.1 SPNP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (e.g., a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.
4.2 SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling
area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number.
4.3 SPNP-DID service, as contemplated by this Agreement, provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V\&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Sent-paid calls refer to those calls placed by an end user who physically deposits currency in a public telephone. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.
4.3.1 SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. To order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty, the NBR process must be used. SS7 Signaling is required for the provision of either of these services.
4.4 The calling Party shall be responsible for payment of the applicable charges for sentpaid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that
the other block collect and third party non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. CLEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.
4.5 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.
4.6 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.
4.7 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party reserves the right to contact the other Party's customers if deemed necessary for maintenance purposes.
4.8 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either Party for such calls. Neither Party shall be responsible to the other if any
necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other Party obsolete or renders necessary modification of the other Party's equipment.
4.9 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

## 5. Transition to Permanent Number Portability

5.1 Once a PNP is implemented in an end office both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office. Neither Party shall charge the other Party for conversion from SPNP to PNP. The Parties shall comply with any SPNP/PNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.
5.2 Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once LNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide LNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to LNP or other related issues.

## 6. True-up

The terms and conditions for Tennessee true-up and other rates that are interim or expressly subject to true-up under this attachments are as set forth in Section 13 of Attachment 2.

## 7. Operational Support System (OSS) Rates

The terms, conditions and rates for OSS are as set forth in Section 2.9 of Attachment 2.



| CATEGORY | notes | Unbundled network element | Interim Indicato | Zone | вcs | usoc | RATES (\$) |  |  |  |  | OSS RATES (\$) |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  | Svc Order Submitted Elec per LSR | Svc Order Submitted LSR | IncrementalCharge - ManualSvc order v.Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Addl | Incremental <br> Charge - <br> Manual Svc <br> Order vs. <br> Electronic- <br> Disc 1st |  |
|  |  |  |  |  |  |  |  | Nonrecurring |  | Nonrecurring |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  | Disconnect |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Rec | First | Add' | First | Add'I | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | RCF, per number ported (Business Line) |  |  |  | TNPBL | 2.03 | 0.51 |  |  |  |  |  |  |  |  |  |
|  |  | RCF, per number ported (Residence Line) |  |  |  | TNPRL | 2.03 | 0.51 |  |  |  |  |  |  |  |  |  |
|  |  | RCF, add'I capacity for simultaneous call forwarding, per additional path |  |  |  |  | 0.2836 |  |  |  |  |  |  |  |  |  |  |
|  |  | RCF, per service order, per location (Business) |  |  |  | TNPBD |  | 2.10 | 2.10 |  |  | 3.50 |  | 19.99 | 19.99 | 19.99 | 19.99 |
|  |  | RCF, per service order, per location (Residence) |  |  |  | TNPRD |  | 2.10 | 2.10 |  |  | 3.50 |  | 19.99 | 19.99 | 19.99 | 19.99 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | DID per number ported (Residence) |  |  |  | TNPDR |  | 0.93 |  |  |  |  |  |  |  |  |  |
|  |  | DID per number ported (Business) |  |  |  | TNPDB |  | 0.93 |  |  |  |  |  |  |  |  |  |
|  |  | DID per service order, per location (Residence) |  |  |  | TNPRD |  | 2.10 | 2.10 |  |  |  |  |  |  |  |  |
|  |  | DID per service order, per location (Business) |  |  |  | TNPBD |  | 2.10 | 2.10 |  |  | 3.50 |  | 19.99 | 19.99 | 19.99 | 19.99 |
|  |  | DID, per trunk termination, Initial |  |  |  | TNPT2 | 10.73 | 135.47 |  |  |  | 3.50 |  | 19.99 | 19.99 | 19.99 | 19.99 |
|  |  | DID, per trunk termination, Subsequent |  |  |  | TNPT2 | 10.73 | 39.53 |  |  |  | 3.50 |  | 19.99 | 19.99 | 19.99 | 19.99 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| SERVICE PROVIDER NUMBER PORTABILITY (RIPH) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Note: If no rate applicable BellS | ified in the contract, the rate for the specific service or aiff or as negotiated by the Parties upon request by eit | ction will Party. | e as s | forth in |  |  |  |  |  |  |  |  |  |  |  |  |




| CAtEgory | notes | Unbundled network element | Interim Indicator | Zone | bcs | usoc | RATES (\$) |  |  |  |  | OSS RATES (\$) |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  | Svc Order Submitted Elec per LSR | Svc Order Manually per$\qquad$ LSR | Charge-Manua Svc Order vs. Electronic-1st | IncrementalCharge - ManualSvc Order vs.Electronic-Add'। | Incremental Charge Manual Sve Order vs. Disc 1st | $\substack{\text { Incremental } \\ \text { Charge. } \\ \text { Manual SSc } \\ \text { Sorder v. } \\ \text { Electronic-Disc } \\ \text { Addil }}$ |
|  |  |  |  |  |  |  |  | Nonrecurring |  | Nonrecurring |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  | Disc |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Rec | First | Add' | First | Add'। | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | RCF, per number ported (Business Line) |  |  |  | TNPBL | 2.34 | 0.6441 |  | 0.0644 |  |  |  |  |  |  |  |
|  |  | RCF, per number ported (Residence Line) |  |  |  | TNPRL | 2.34 | 0.6441 |  | 0.0644 |  |  |  |  |  |  |  |
|  |  | RCF, add'I capacity for simultaneous call forwarding, per additional path |  |  |  |  | 0.3838 |  |  |  |  |  |  |  |  |  |  |
|  |  | RCF, per service order, per location (Business) |  |  |  | TNPBD |  | 2.84 | 2.84 | 2.84 | 2.84 | 3.50 |  | 19.99 | 19.99 | 19.99 | 19.99 |
|  |  | RCF, per service order, per location (Residence) |  |  |  | TNPRD |  | 2.84 | 2.84 | 2.84 | 2.84 | 3.50 |  | 19.99 | 19.99 | 19.99 | 19.99 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | DID per number ported (Residence) |  |  |  | TNPDR |  | 1.17 |  | 1.17 |  |  |  |  |  |  |  |
|  |  | DID per number ported (Business) |  |  |  | TNPDB |  | 1.17 |  | 1.17 |  |  |  |  |  |  |  |
|  |  | DID per service order, per location (Residence) |  |  |  | TNPRD |  | 2.84 | 2.84 | 2.84 | 2.84 | 3.50 |  | 19.99 | 19.99 | 19.99 | 19.99 |
|  |  | DID per service order, per location (Business) |  |  |  | TNPBD |  | 2.84 | 2.84 | 2.84 | 2.84 | 3.50 |  | 19.99 | 19.99 | 19.99 | 19.99 |
|  |  | DID, per trunk termination, Initial |  |  |  | TNPT2 | 13.78 | 171.68 |  | 49.86 |  | 3.50 |  | 19.99 | 19.99 | 19.99 | 19.99 |
|  |  | DID, per trunk termination, Subsequent |  |  |  | TNPT2 | 13.78 | 50.69 |  | 24.71 |  | 3.50 |  | 19.99 | 19.99 | 19.99 | 19.99 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| SERVICE PROVIDER NUMBER PORTABILITY (RIPH) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Note: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |




| CATEGORY | notes | UnbundLed network element | Interim Indicator | Zone | bcs | usoc | RATES (\$) |  |  |  |  | OSS RATES (\$) |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  | $\begin{aligned} & \text { Svc Order } \\ & \text { Sumitied } \\ & \text { Elec } \\ & \text { per LSR } \end{aligned}$ | Svc OrderSubmitted Manually per LSR | IncrementalCharge - ManualSvc Order vs.Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add" | Incremental Charge Manual Svc Order vs. Disc 1st | Incremental <br> Carge- <br> Manual Svc <br> Order vs. <br> Electronic-Disc <br> Add'I |
|  |  |  |  |  |  |  |  | Nonrecurring |  | Nonrecurring |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  | Disconnect |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Rec | First | Add'I | First | Add' | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | RCF, per number ported (Business Line) |  |  |  | TNPBL | 1.50 |  |  |  |  |  |  |  |  |  |  |
|  |  | RCF, per number ported (Residence Line) |  |  |  | TNPRL | 1.25 |  |  |  |  |  |  |  |  |  |  |
|  |  | RCF, add'I capacity for simultaneous call forwarding, per additional path |  |  |  |  | 0.50 |  |  |  |  |  |  |  |  |  |  |
|  |  | RCF, per service order, per location (Business) |  |  |  | TNPBD |  | 25.00 | 25.00 |  |  |  |  | 19.99 | 19.99 | 19.99 | 19.99 |
|  |  | RCF, per service order, per location (Residence) |  |  |  | TNPRD |  | 25.00 | 25.00 |  |  |  |  | 19.99 | 19.99 | 19.99 | 19.99 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| SERVICE PROVIDER NUMBER PORTABILITY (RIPH) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Note: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

## Attachment 6

## Ordering and Provisioning

## TABLE OF CONTENTS

1. Quality of Ordering And Provisioning ..... 3
2. Access To Operational Support Systems ..... 4
3. Miscellaneous Ordering And Provisioning Guidelines. ..... 9

## ORDERING AND PROVISIONING

## 1. Quality of Ordering and Provisioning

1.1 All the negotiated terms and conditions set forth in this Attachment pertain to ordering and provisioning.
1.2 BellSouth shall provide ordering and provisioning services to Covad that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC, where technically feasible. The guidelines for ordering and provisioning are set forth in the various ordering and provisioning guides at the time of execution of this agreement. The guides may be referenced at the following site: $\underline{\text { http://www.interconnection.bellsouth.com/guides/guides_p.html. The provisioning }}$ intervals for Covad orders are set forth in Attachment 2.
Where Covad requests work to be performed outside of normal working hours as defined below, Covad will be billed and will pay overtime charges except as provided for in 1.3.1.
1.3 For purposes of this Agreement, BellSouth's regular working hours for provisioning are defined as follows:

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

The above hours represent the hours for those BellSouth employees performing physical wire work. Times are either Eastern standard or Central standard times depending on the location of the work being performed.
1.3.1 It is understood and agreed that BellSouth technicians involved in provisioning service to Covad may work shifts outside of BellSouth's regular working hours as defined in Section 1.3 above (e.g., the employee's shift ends at 7:00 p.m. during daylight savings time). To the extent that Covad requests that work necessarily required in the provisioning of service to be performed outside BellSouth's regular working hours and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of Covad, BellSouth will not assess Covad additional charges beyond the rates and charges specified in this Agreement.

BellSouth provides COVAD access to the LCSC for ordering support at parity with the same hours BellSouth provides ordering support to its customers, its affiliates or any other CLEC. BellSouth's current hours of operation are:

## Monday through Saturday

Consumer: (Residential Service)
Atlanta: 7:00 a.m. until 7:00 p.m. EST.
Birmingham: 7:00 a.m. until 7:00 p.m. CST

## Monday through Friday

UNE LCSC

Atlanta: 8:00 a.m. until 6:00 p.m. EST
Birmingham: 8:00 a.m. until 6:00 p.m. CST
Business Resale/Complex LCSC
Atlanta: 8:00 a.m. until 6:00 p.m. EST
Birmingham: 8:00 a.m. until 6:00 p.m. CST

## Complex Resale Support Group

8 a.m. to 5 p.m. CST
The LCSC will be closed in observance of the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Changes to the above hours may be made by BellSouth from time to time as changes occur to the hours BellSouth provides ordering support to its own end users. BellSouth will provide 30 days notice to Covad of any change in hours of operation.

BellSouth provides maintenance support for trouble reporting and repair 24 hours a day seven days a week.

## 2. Access to Operations Support Systems

2.1 BellSouth shall provide Covad access to operations support systems ("OSS") functions for pre-ordering, ordering and provisioning, maintenance and repair and billing. Access to the OSS is available through a variety of means, including electronic interfaces. BellSouth also provides manual options. The OSS functions available to CLECs through electronic interfaces are:
2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS) interface or the Telecommunications Access Gateway (TAG) interface.

BellSouth shall make mechanized pre-ordering interface available through the industry standard EDI in the fourth quarter of 2000.
2.3 Customer record information includes but is not limited to, customer specific information in CRIS and RSAG. The parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that Covad and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided. In addition, Covad and BellSouth shall provide to each other, access to customer record information including electronic access where available. Otherwise, either party at the request of the other party shall provide paper copies of customer record information within 8 business hours for faxed requests which are less that 50 pages and via US mail or overnight delivery for requests larger than 50 pages. Overnight delivery charges will be paid by the requesting party.
2.4 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) interface, the TAG ordering interface for non-complex and certain complex resale requests and certain network elements. The EDI interface can be integrated with the TAG pre-ordering interface by Covad or the TAG ordering interface. BellSouth provides integrated pre-ordering, ordering and provisioning capability through the LENS interface for non-complex and certain complex resale service requests. BellSouth shall make available on a commercial basis mechanized ordering for xDSL loops by December 2000 using an Electronic Data Interchange (EDI) interface.
2.5 BellSouth shall provide service ordering and provisioning to Covad in the following manner:
2.5.1 When Covad submits a Local Service Request ("LSR") BellSouth shall return to Covad a Firm Order Completion ("FOC") as follows:

BellSouth will deliver a FOC as follows:

Fully mechanized $95 \%$ in 4 hours or less

Partially mechanized and manual $85 \%$ in less than 48 hours
2.5.2 When Covad submits a Local Service Request ("LSR") that requires a clarification, BellSouth shall return the request for clarification as follows:

BellSouth will deliver a reject or clarification notice as follows:
For fully mechanized requests, $95 \%$ within 1 hour

For partially mechanized and manual requests $85 \%$ in less than 48 hours
BellSouth's measurement of reject/clarification notice performance as stated above will be as set forth in Attachment 9 incorporated herein by this reference.
2.5.3 BellSouth's measurement of FOC/reject/clarification performance will be as set forth in 2.5.1 and 2.5.2 unless BellSouth is ordered by a Commission to provide a different level of performance, in which event BellSouth shall perform at the Commission ordered level.
2.5.4 BellSouth will review the current version of the LSR and will note all fields, inputs or other information on the LSR that must be revised by Covad to enable Covad to submit a correct and complete LSR. Clarifications may be sent after the FOC in cases where CFA information submitted by Covad is in conflict with BellSouth data bases.
2.5.5 BellSouth shall provide Covad with an alternative method for initiating service orders in the event of some disruption in service with BellSouth's primary service ordering process, including, but not limited to, an additional facsimile number and or other methods mutually agreed to which new orders can be submitted during the disruption in service in BellSouth's primary process.
2.5.6 BellSouth shall provide notices to Covad of facility shortages utilizing BellSouth's interfaces and or via the PF report accessed via the internet. BellSouth will provide notice and information pertaining to the reason for the facility jeopardy along with an estimated service date at intervals and at parity with the information and intervals BellSouth provides such information to itself, it's affiliates and to any other CLEC.
2.5.7 When BellSouth conducts a service inquiry on a Covad order, BellSouth will advise Covad, based on BellSouth's facility records, whether a facility exists that will support the particular loop ordered by Covad. In the response to the service inquiry, BellSouth will also provide any Special Construction charges or Loop Modification requirements which may be required to accommodate Covad's service request. BellSouth will use its best efforts to identify and resolve all facilities issues associated with a particular order at the same time. Nonetheless, BellSouth's facility record check is not an absolute that a facility jeopardy will not occur. Facility jeopardies may occur due to record errors, defective plant, or conditions encountered at the end user premises.
2.5.8 BellSouth shall resolve pending facilities issues within 30 business days. If BellSouth cannot meet this interval, BellSouth shall notify Covad and provide an explanation for why the interval cannot be met and will further provide an estimated completion date for the loop. BellSouth's failure to meet the interval set forth herein shall not be deemed a material breach of this Agreement provided that BellSouth notifies Covad as set forth above.
2.5.9 BellSouth may cancel an LSR when submitted with a Service Inquiry where BellSouth determines that a facility is not available to provision the loop requested by Covad and/or Covad declines to pay for Special Construction required to provision the loop. BellSouth shall not cancel a Covad order until BellSouth receives a supplement advising BellSouth to cancel the order, unless more than thirty (30) calendar days have elapsed since BellSouth requested a clarification on a Covad order.
2.6 When BellSouth misses an installation appointment because of matters solely within the control of BellSouth (i.e. work load or scheduling issues), BellSouth shall be solely responsible for rescheduling that order installation and informing Covad of the next available installation date. BellSouth shall use its best efforts to insure that such installations are rescheduled within three (3) business days.
2.7 BellSouth shall use technicians trained to install loops which meet the requirements of TR73600 for the particular loop being installed.
2.8 Covad will receive completion notices via the interface used to submit the local service request. For manually submitted requests, Covad will determine completion status using the CSOTS report accessible via the internet.
$2.9 \quad$ Service Trouble Reporting and Repair. Service trouble reporting and repair allows Covad to report and monitor service troubles and obtain repair services. BellSouth shall offer Covad service trouble reporting in a non-discriminatory manner that provides Covad the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides Covad an estimated time to repair (commitment time) on trouble reports. BellSouth shall provide to Covad by November 2000 non-discriminatory access to to Trouble Analysis Facilitation Interface (TAFI) for reporting troubles on line sharing loops. This interface shall allow Covad to open a trouble ticket electronically and enable Covad to perform mechanized loop tests (MLTs) on line sharing loops. In addition, BellSouth offers an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth provides non-discriminatory trouble reporting via ECTA Gateway. BellSouth also offers ECTA functionality through the human-to-machine EC-CPM/TA interface. If the CLEC requests BellSouth to repair a trouble after normal working hours, the CLEC will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.
$2.10 \quad$ BellSouth and Covad agree to adhere to BellSouth's Operational Understanding and as it is amended from time to time during this agreement which may be accessed via the internet @ http://www.interconnection.bellsouth.com/guides/other_guides.html.
BellSouth's intervals for repairing UNE's are outlined in this guide. BellSouth shall repair loops at intervals that BellSouth repairs similar loops for itself, its affiliates or any other CLEC. BellSouth's performance for trouble resolution duration is measured as per BellSouth's Performance Measures outlined in Attachment 9 and incorporated herein by this reference.

BellSouth shall adhere to normal acceptance testing and completion guidelines for maintenance turn up and acceptance as set forth in Attachment 2, Section 1.7 and incorporated herein by this reference.

BellSouth will provide Covad at close out with the steps taken to determine that a no trouble found condition has been encountered on the loop. Covad will not be responsible for paying for "no trouble found" conditions which within 30 days of the initial report were determined to have been found and resolved in the BellSouth network.

BellSouth and Covad will mutually agree on the need for and will, if necessary, schedule a time or window of time for any joint meeting of the parties to resolve maintenance issues. Both parties will use best efforts to ensure any such meeting takes place at or within the scheduled time or window of time as agreed to by both parties.
2.11 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Electronic Interface Change Control Process ("EICCP). Guidelines for this process are set forth in the EICCP document, and as it is amended from time to time during this agreement.
2.12 Migration of Covad to New Software Releases for National Standard Machine-toMachine Electronic Interfaces. Pursuant to the change management process, BellSouth will issue new software releases for new industry standards for its industry standard, machine-to-machine electronic interfaces. When a new release of new industry standards is implemented, BellSouth will continue to support both the new release $(\mathrm{N})$ and the prior release $(\mathrm{N}-1)$. When BellSouth makes the next release $(\mathrm{N}+1)$, BellSouth will eliminate support for the ( $\mathrm{N}-1$ ) release and support the two newest releases ( N and $\mathrm{N}+1$ ). Thus, BellSouth will always support the two most current releases. BellSouth will issue documents to Covad as determined in the CCP process incorporated herein by this reference and available via the internet at the BellSouth Interconnection web site. This will allow Covad to make the necessary changes to its systems and operations to migrate to the newest release in a timely fashion.
2.13 Rates. All costs incurred by BellSouth to develop and implement operational interfaces to the OSS shall be recovered from the carriers that use the services. Charge for use of OSS shall be as set forth in Attachments 1 and 2 of this Agreement.

## 3. Miscellaneous Ordering and Provisioning Guidelines

3.1 Single Point of Contact. Covad will be the single point of contact with BellSouth for ordering activity for network elements and other services used by Covad to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. Covad and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by Covad to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify Covad that such an order has been processed, but will not be required to notify Covad in advance of such processing.
3.2 Use of Facilities. When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.
3.2.1 Upon receipt of a service order, BellSouth will do the following:
3.2.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.
3.2.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.
3.2.1.3 Notify Covad after the disconnect order has been completed.
3.3 Contact Numbers. The Parties agree to provide one another with toll-free nation wide contact numbers for the purpose of ordering, provisioning and maintenance of services.
3.4 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
3.5 Expedite Charges. For expedited requests by Covad, expedited charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply.
3.6 Cancellation Charges. The terms, conditions and rates for Cancellation Charges are as set forth in Section 2.1.8 of Attachment 2.

## Attachment 7

## Billing and Billing Accuracy Certification

## TABLE OF CONTENTS

1. Payment and Billing Arrangements ..... 3
2. Billing Accuracy Certification ..... 6
3. Billing Disputes ..... 7
4. RAO Hosting ..... 9
5. Optional Daily Usage File ..... 12
6. Access Daily Usage File ..... 15
7. Enhanced Optional Daily Usage File ..... 18Rates..Exhibit A

## BILLING AND BILLING ACCURACY CERTIFICATION

## 1. Payment and Billing Arrangements

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certifications.
1.1 Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that Covad requests. BellSouth will bill and record in accordance with this Agreement those charges Covad incurs as a result of Covad purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.
1.1.1 For any service(s) BellSouth orders from Covad, Covad shall bill BellSouth in CABS format.
1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.
1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, Covad will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable.
1.3 Payment Responsibility. Payment of all charges will be the responsibility of Covad. Covad shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Covad from Covad's customer. BellSouth will not become involved in billing disputes that may arise between Covad and Covad's customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
1.4 Payment Due. BellSouth shall send to Covad within ten (10) business days of the bill date the entire bill in electronic and paper form, unless otherwise agreed by the parties. If both the electronic and paper form of the bill are not sent to Covad within ten (10) business days of the bill date, Covad shall only be obligated to pay that bill within thirty (30) days of receipt of whichever copy of the bill arrives later.
1.5 Payment Due. The payment will be due on or before the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds, except as set forth in section 1.4.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.7, below, shall apply.
1.6 Tax Exemption. Upon proof of tax exempt certification from Covad, the total amount billed to Covad will not include those taxes or fees for which the CLEC is exempt. Covad will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of Covad. Once tax exempt certification and an accounting of reimbursable fees is presented to BellSouth, BellSouth shall promptly discontinue taxes and provide a credit where appropriate within thirty (30) days from the date that BellSouth receives tax exemption notice.
1.7 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate. Covad will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law. For Collocation, Covad will pay a late payment charge of one and one-half percent (1$1 / 2 \%$ ) assessed monthly on any balance which remains unpaid after the payment due date.
1.8 Discontinuing Service to Covad. The procedures for discontinuing service to Covad are as follows:
1.8.1 BellSouth reserves the right to suspend or terminate service for nonpayment of services or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by Covad of the rules and regulations contained in BellSouth's tariffs.
1.8.2 If payment of account is not received by the bill date in the month after the original bill date, BellSouth may provide written notice to Covad that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty (30) days notice to Covad at the billing address to discontinue the provision of existing services to Covad at any time thereafter.
1.8.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
1.8.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Covad's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Covad without further notice.
1.8.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, Covad's services will be discontinued. Upon discontinuance of service on Covad's account, service to Covad's end users will be denied. BellSouth will reestablish service at the request of the end user or Covad for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Covad is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.
1.9 Deposit Policy. When purchasing services from BellSouth, Covad will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, the Company reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in its sole discretion, some other form of security. Any such security deposit shall in no way release Covad from his obligation to make complete and timely payments of his bill. Such security shall be required prior to the inauguration of service. If circumstances so warrant and/or gross monthly billings increased beyond the level initially used to determine the level of security, then BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in Covad'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.

In determining whether a security deposit is required, BellSouth will review Covad's Dun \& Bradstreet rating and report details, Covad's payment history with BellSouth and payment history with others as available; the number of years Covad has been in
business; Covad's management history and managers' length of service with Covad; liens, suits and judgments against Covad; UCC-1 filings against Covad's assets; and to the extent available, Covad's financial information. Upon the conclusion of this review, if BellSouth continues to insist on additional security, at Covad's written request, BellSouth will provide an explanation in writing to Covad justifying the decision for additional deposit.
1.10 Rates. Rates for Optional Daily Usage File (ODUF), Enhanced Optional Daily Usage File (EODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

## 2. Billing Accuracy Certification

2.1 Upon request, BellSouth and Covad will agree upon a billing quality assurance program for all billing elements covered in this Agreement that will eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the recording and billing of charges will be part of that program.
2.2 As part of the billing quality assurance program, BellSouth and Covad will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide Covad with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, Covad will pay all bills received from BellSouth in full by the payment due date.
2.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.
2.3.1 Each Party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within thirty (30) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.
2.3.2 Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the bill date. The month being closed represents those charges that were billed or should have been billed by the designated bill date. "Closure" shall mean no new Covad accounts shall be added to the bill for the billing period at issue.
3. Billing Disputes
3.1 Where the Parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section.
3.1.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute.
3.2 As set forth in Sections 1.8.1 and 1.8.2 above, BellSouth reserves the right upon thirty (30) days written notice to Covad to suspend or terminate service for nonpayment of undisputed amounts or amounts that were the subject of a Bona Fide Dispute that has been resolved in BellSouth's favor pursuant to the terms of this Attachment, or in the event of a prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Covad of the rules and regulations of BellSouth's Tariffs. For purposes of this Attachment 7, Bona Fide Dispute means a dispute of a specific amount of money actually billed by BellSouth. Covad shall provide a clear explanation of the dispute, including documentation supporting such dispute, and shall either (1) itemize the dispute to show the Q account and earning number against with the disputed amount applies, or (2) provide documentation evidencing an error that applies to all bills (e.g., an error caused by an incorrect rate being applied to a particular service for all bill periods). BellSouth reserves the right to request additional information from Covad to assist in BellSouth's investigation of the Bona Fide Dispute. By way of example and not by limitation, a Bona Fide Dispute does not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a Bona Fide Dispute include the refusal to pay other amounts owed by Covad until the dispute is resolved. Covad shall not be obligated to pay billed items subject to a Bona Fide Dispute. Claims by Covad for damages of any kind will not be considered a Bona Fide Dispute for purposes of this Section 3.2. Once the Bona Fide Dispute is processed in accordance with Sections 3.3 and 3.3.1, Covad will make immediate payment on any of the disputed amount owed to BellSouth, plus interest and/or late payment charges at the rates set forth in BellSouth's applicable tariffs. Notwithstanding the foregoing, if BellSouth fails to conclude its investigation of the dispute and provide that conclusion to Covad within 45 days after BellSouth receives the dispute, the disputed charges will not be subject to late payment charges for the period between 45 days after BellSouth's receipt of the Bona Fide Dispute and BellSouth's response to Covad (the "Exemption Period"); provided, however, that such late payment charges applicable to the Exemption Period shall be billed to and paid by Covad with each bill. The Parties will meet twice each calendar year during the term of this Agreement at a time mutually acceptable to the Parties to adjust the late payment charges so paid, if applicable, and any such adjustment will be reflected as a semi-annual credit on Covad's bill. On disputed amounts resolved in favor of Covad, any applicable late payment charges will be adjusted from the date BellSouth receives the dispute to the date the dispute is resolved. If Covad fails to pay, BellSouth shall have the right to
pursue normal collection procedures, including termination or suspension for nonpayment pursuant to Section 1.8 hereof; provided however, BellSouth may not exercise such termination, suspension or other collection procedures (nor refuse to accept new applications or to process pending service orders) during the pendency of the Bona Fide Dispute. Any credits due to Covad that are the subject of a Bona Fide Dispute, will be applied to Covad's account by BellSouth immediately upon resolution of the dispute. In the event that Covad pays a bill that is subsequently disputed, and the dispute is resolved in Covad's favor, in whole or in part, then upon Covad's request, BellSouth will calculate and pay interest at the rate set forth in BellSouth's applicable tariff from the date BellSouth received the dispute to the date the dispute is resolved; provided, however, that the Parties will meet twice each calendar year during the term of this Agreement at a time mutually acceptable to the Parties to calculate all interest payments applicable to Covad under this Section, and such interest shall be applied to Covad's bill as a semi-annual credit thereon. The Bona Fide Dispute provisions are in addition to (and not in lieu of) any remedies available to either Party in connection with the dispute and either Party may seek relief pursuant to the Dispute Resolution provision of this Agreement.
3.3 In the event of a billing dispute, the Parties will endeavor to resolve the dispute within thirty (30) calendar days of the notification date. Resolution of a Bona Fide Dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the Bona Fide Dispute and closure of a specific billing period. If BellSouth is investigating a dispute on behalf of Covad, BellSouth must respond to a Covad inquiry regarding the status of that investigation within seven (7) days of the inquiry. If the issues are not resolved within the allotted time frame as specified in this Section, the following resolution procedure will begin:
3.3.1 Either Party may ask to escalate the billing dispute in writing (including electronically) at any time. That dispute will then proceed to the next level of management, up to and including the Operations Assistant Vice President of Billing. Each level of management shall be allowed to review the dispute for at least 10 days before the other Party requests further escalation. After 75 days from the notification of the dispute, either Party may seek resolution of the dispute pursuant to the dispute resolution provisions of this Agreement.
3.4 If a Party disputes a charge and does not pay such charge by the payment due date, or pays a disputed charge under protest, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed by the billing Party, subject to the terms of this Attachment. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff
for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

## 4. RAO Hosting

4.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and NonIntercompany Settlement System (NICS) services provided to Covad by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
4.2 Covad shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
4.3 Compensation amounts, if applicable, will be billed by BellSouth to Covad on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
4.4 Covad must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from Covad to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of Covad and will coordinate all associated conversion activities.
4.5 BellSouth will receive messages from Covad that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
4.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from Covad.
4.7 All data received from Covad that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in
accordance with the Agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
4.8 All data received from Covad that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by Covad and will forward them to Covad on a daily basis.
$4.10 \quad$ Transmission of message data between BellSouth and Covad will be via CONNECT:Direct.
4.11 All messages and related data exchanged between BellSouth and Covad will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
4.12 Covad will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
4.13 Should it become necessary for Covad to send data to BellSouth more than sixty (60) days past the message date(s), Covad will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and Covad to notify all affected Parties.
4.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or Covad) identified and agreed to, the company responsible for creating the data (BellSouth or Covad) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
4.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from Covad, the entire pack containing the affected data will not be
processed by BellSouth. BellSouth will notify Covad of the error condition. Covad will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, Covad will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
4.16 In association with message distribution service, BellSouth will provide Covad with associated intercompany settlements reports (CATS and NICS) as appropriate.
4.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Agreement.
4.18 RAO Compensation
4.18.1 Rates for message distribution service provided by BellSouth for Covad are as set forth in Exhibit A to this Attachment.
4.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment.
4.18.3 Data circuits (private line or dial-up) will be required between BellSouth and Covad for the purpose of data transmission. Where a dedicated line is required, Covad will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Covad will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Covad. Additionally, all message toll charges associated with the use of the dial circuit by Covad will be the responsibility of Covad. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.
4.18.4 All equipment, including modems and software, that is required on the Covad end for the purpose of data transmission will be the responsibility of Covad.
4.19 Intercompany Settlements Messages
4.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by Covad as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between Covad and the involved company(ies), unless that company is participating in NICS.
4.19.2 Both traffic that originates outside the BellSouth region by Covad and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Covad, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by Covad, involves a company other than Covad, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
4.19.3 Once Covad is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
4.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Covad. BellSouth will distribute copies of these reports to Covad on a monthly basis.
4.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Covad. BellSouth will distribute copies of these reports to Covad on a monthly basis.
4.19.6 BellSouth will collect the revenue earned by Covad from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of Covad. BellSouth will remit the revenue billed by Covad to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on Covad. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Covad via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
4.19.7 BellSouth will collect the revenue earned by Covad within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents ( $\$ 0.05$ ), on behalf of Covad. BellSouth will remit the revenue billed by Covad within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents ( $\$ 0.05$ ). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Covad via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

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

## 5. Optional Daily Usage File

5.1 Upon written request from Covad, BellSouth will provide the Optional Daily Usage File (ODUF) service to Covad pursuant to the terms and conditions set forth in this section.
5.2 Covad shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
5.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Covad customer.

Charges for delivery of the Optional Daily Usage File will appear on Covads’ monthly bills. The charges are as set forth in Exhibit A to this Attachment.
5.4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
5.5 Messages that error in the billing system of Covad will be the responsibility of Covad. If, however, Covad should encounter significant volumes of errored messages that prevent processing by Covad within its systems, BellSouth will work with Covad to determine the source of the errors and the appropriate resolution.
5.6 The following specifications shall apply to the Optional Daily Usage Feed.
5.6.1 Usage To Be Transmitted
5.6.1.1 The following messages recorded by BellSouth will be transmitted to Covad:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS \& 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (Network Element only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service
5.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
5.6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Covad.
5.6.1.4 In the event that Covad detects a duplicate on Optional Daily Usage File they receive from BellSouth, Covad will drop the duplicate message (Covad will not return the duplicate to BellSouth).


### 5.6.2 Physical File Characteristics

5.6.2.1 The Optional Daily Usage File will be distributed to Covad via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format ( 175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Covad for the purpose of data transmission. Where a dedicated line is required, Covad will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Covad will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Covad. Additionally, all message toll charges associated with the use of the dial circuit by Covad will be the responsibility of Covad. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Covad end for the purpose of data transmission will be the responsibility of Covad.
5.6.3 Packing Specifications
5.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
5.6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Covad which BellSouth RAO that is sending the message. BellSouth and Covad will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Covad and resend the data as appropriate.

The data will be packed using ATIS EMI records.

### 5.6.4 $\quad$ Pack Rejection

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

### 5.6.5 Control Data

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

### 5.6.6 Testing

5.6.6.1 Upon request from Covad, BellSouth shall send test files to Covad for the Optional Daily Usage File. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that Covad set up a production (LIVE) file. The live test may consist of Covad's employees making test calls for the types of services Covad requests on the Optional Daily Usage File. These test calls are logged by Covad, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

## 6. Access Daily Usage File

6.1. Upon written request from Covad, BellSouth will provide the Access Daily Usage File (ADUF) service to Covad pursuant to the terms and conditions set forth in this section.
6.2 Covad shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.
6.3 The Access Daily Usage Feed will contain access messages associated with a port that Covad has purchased from BellSouth.
6.4 Charges for delivery of the Access Daily Usage File will appear on Covads' monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6.5 Messages that error in the billing system of Covad will be the responsibility of Covad. If, however, Covad should encounter significant volumes of errored messages that prevent processing by Covad within its systems, BellSouth will work with Covad to determine the source of the errors and the appropriate resolution.
6.6 Usage To Be Transmitted
6.6.1 The following messages recorded by BellSouth will be transmitted to Covad:

Originating and terminating interstate and intrastate access records associated with a port.

Terminating access records for undetermined jurisdiction access records associated with a port.
6.6.2 When Covad purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from Network Element and carried by Interexchange Carrier:
BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF

Originating from network element and carried by BellSouth (Covad is BellSouth's toll customer):

BellSouth will bill resale toll rates to Covad and send toll record for the end user toll billing purposes via ODUF (Optional Daily Usage File). Access record will be sent to Covad via ADUF.

Terminating on network element and carried by Interexchange Carrier:
BellSouth will bill network element to Covad and send access record to Covad.
Terminating on network element and carried by BellSouth:
BellSouth will bill network element to Covad and send access record to Covad.
6.6.3 BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to Covad.
6.6.4 In the event that Covad detects a duplicate on the Access Daily Usage File they receive from BellSouth, Covad will drop the duplicate message (Covad will not return the duplicate to BellSouth.)
6.6.5 Physical File Characteristics
6.6.5.1 The Access Daily Usage File will be distributed to Covad via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format ( 210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
6.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and Covad for the purpose of data transmission. Where a dedicated line is required, Covad will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Covad will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Covad. Additionally, all message toll charges associated with the use of the dial circuit by Covad will be the responsibility of Covad. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Covad end for the purpose of data transmission will be the responsibility of Covad.

### 6.6.6 Packing Specifications

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

The data will be packed using ATIS EMI records.

### 6.6.7 $\quad$ Pack Rejection

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

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

### 6.6.9 Testing

6.6.9.1 Upon request from Covad, BellSouth shall send test files to Covad for the Access Daily Usage File. Testing shall consist of actual calls made from live accounts. A call log shall be supplied along with test request information. The Parties agree to review and discuss the file's content and/or format.

## 7. Enhanced Optional Daily Usage File

7.1 Upon written request from Covad, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Covad pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
7.2 Covad shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
7.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of the Enhanced Optional Daily Usage File will appear on Covads' monthly bills. The charges are as set forth in Exhibit A to this Attachment.
7.4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
7.5 Messages that error in the billing system of Covad will be the responsibility of Covad. If, however, Covad should encounter significant volumes of errored messages that prevent processing by Covad within its systems, BellSouth will work with Covad to determine the source of the errors and the appropriate resolution.
7.6 The following specifications shall apply to the Optional Daily Usage Feed.
7.6.1 Usage To Be Transmitted
7.6.1.1 The following messages recorded by BellSouth will be transmitted to Covad:

Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number
7.6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Covad.
7.6.1.3 In the event that Covad detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, Covad will drop the duplicate message (Covad will not return the duplicate to BellSouth).

### 7.6.2 Physical File Characteristics

7.6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to Covad over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among Covad's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format ( 175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
7.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Covad for the purpose of data transmission. Where a dedicated line is required, Covad will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Covad will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Covad. Additionally, all message toll charges associated with the use of the dial circuit by Covad will be the responsibility of Covad. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Covad end for the purpose of data transmission will be the responsibility of Covad.

### 7.6.3 Packing Specifications

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

The data will be packed using ATIS EMI records.





| CATEGORY | notes | unbundled network element | Interim | Zone | bcs | usoc | RATES (\$) |  |  |  |  | OSS RATES (\$) |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  |  | Svc OrderSubmitted Elec per LSR | Svc Order Manually per LSR | IncrementalCharge - ManualSvc Order vs.Electronic-1st | IncrementalCharge- ManualSvc Order vs.Electronic-Add'। | Incremental Charge Manual Svc Order vs. Electronic-Disc 1st | Incremental |
|  |  |  |  |  |  |  |  | Nonrecurring |  | Nonrecurring |  |  |  |  |  |  | Manual Sve <br> Order vs. |
|  |  |  |  |  |  |  |  |  |  | Disconnect |  |  |  |  |  |  | $\begin{array}{\|c\|} \hline \text { Electronic-Disc } \\ \text { Add"। } \end{array}$ |
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| ODUF/EDOUF/ADUF/CMDS |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ACCESS DAILY USAGE FILE (ADUF) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | ADUF: Message Processing, per message |  |  |  | N/A | 0.007983 |  |  |  |  |  |  |  |  |  |  |
|  |  | ADUF: Data Transmission (CONNECT:DIRECT), per message |  |  |  | N/A | 0.00012681 |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | OPTIONAL DAILY USAGE FILE (ODUF) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | ODUF: Recording, per message |  |  |  | N/A | 0.0000117 |  |  |  |  |  |  |  |  |  |  |
|  |  | ODUF: Message Processing, per message |  |  |  | N/A | 0.004641 |  |  |  |  |  |  |  |  |  |  |
|  |  | ODUF: Message Processing, per Magnetic Tape provisioned |  |  |  | N/A | 48.45 |  |  |  |  |  |  |  |  |  |  |
|  |  | ODUF: Data Transmission (CONNECT:DIRECT), per message |  |  |  | N/A | 0.00010568 |  |  |  |  |  |  |  |  |  |  |
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|  | CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | CMDS: Message Processing, per message |  |  |  | N/A | 0.004 |  |  |  |  |  |  |  |  |  |  |
|  |  | CMDS: Data Transmission (CONNECT:DIRECT), per message |  |  |  | N/A | 0.001 |  |  |  |  |  |  |  |  |  |  |
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|  | Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| CATEGORY | Notes |  |  |  |  |  | Rec | First | Add' | First | Add' | SOMEC | SOMAN | SOMAN | Soman | Soman | Soman |
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| ODUF/EDOUF/A | F/CMDS |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  | OPTIONAL D | SAGE FILE (ODUF) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | ODUF: Recording, per message |  |  |  | N/A | 0.0000044 |  |  |  |  |  |  |  |  |  |  |
|  |  | ODUF: Message Processing, per message |  |  |  | N/A | 0.0027366 |  |  |  |  |  |  |  |  |  |  |
|  |  | ODUF: Message Processing, per Magnetic |  |  |  | N/A | 52.75 |  |  |  |  |  |  |  |  |  |  |
|  |  | ODUF: Data Transmission (CONNECT:DIR | ssage |  |  | N/A | 0.0000339 |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

## Attachment 8

## Rights-of-Way, Conduits and Pole Attachments

## Rights-of-Way, Conduits and Pole Attachments

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

## Attachment 9

## Performance Measurements

## Performance Measurements

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission. BellSouth will provide electronic access to Performance Measurement data.

# AGREEMENT IMPLEMENTATION TEMPLATE (Residence) <br> for <br> COVAD <br> BellSouth Standard Interconnection Agreement 



## AGREEMENT IMPLEMENTATION TEMPLATE (Residence) <br> for <br> COVAD <br> BellSouth Standard Interconnection Agreement

| Attachment Name/Number | Section <br> Number | Version Date | Planned Activities |  |
| :---: | :---: | :---: | :---: | :---: |
| 1-Resale | 1 | 2/29/00 |  |  |
|  | 2 | 2/29/00 |  |  |
|  | 3 | 2/29/00 |  |  |
|  | 4 | 2/29/00 |  |  |
|  | 5 | 2/29/00 |  |  |
|  | 6 | 2/29/00 |  |  |
|  | 7 | 2/29/00 |  |  |
|  | 8 | 2/29/00 |  |  |
|  | 9 | 2/29/00 |  |  |
|  | 10 | 2/29/00 |  |  |
|  | 11 | 2/29/00 |  |  |
|  | 12 | 2/29/00 |  |  |
|  | 13 | 2/29/00 |  |  |
|  | Exhibit A | 2/29/00 |  |  |
|  | Exhibit B | 2/29/00 |  |  |
|  | Exhibit C | 2/29/00 |  |  |
|  | Exhibit D | 2/29/00 |  |  |
|  | Exhibit E | 2/29/00 |  |  |
|  | Exhibit F | 2/29/00 |  |  |
|  | Exhibit G | 2/29/00 |  |  |
|  |  | 2/29/00 |  |  |
| 2-Network Elements \& Other Services | 1 | 2/29/00 |  |  |
|  | 2 | 2/29/00 |  |  |
|  | 3 | 2/29/00 |  |  |
|  | 4 | 2/29/00 |  |  |
|  | 5 | 2/29/00 |  |  |
|  | 6 | 2/29/00 |  |  |
|  | 7 | 2/29/00 |  |  |
|  | 8 | 2/29/00 |  |  |
|  | 9 | 2/29/00 |  |  |
| Version 1Q00:3/6/00 |  |  |  | Attachment 10-Residence Page 2 |

## AGREEMENT IMPLEMENTATION TEMPLATE (Residence) <br> for <br> COVAD <br> BellSouth Standard Interconnection Agreement

| Attachment Name/Number | Section Number | $\begin{aligned} & \text { Version } \\ & \text { Date } \end{aligned}$ | Planned Activities |
| :---: | :---: | :---: | :---: |
|  | 10 | 2/29/00 |  |
|  | 11 | 2/29/00 |  |
|  | 12 | 2/29/00 |  |
|  | 13 | 2/29/00 |  |
|  | 14 | 2/29/00 |  |
|  | 15 | 2/29/00 |  |
|  | 16 | 2/29/00 |  |
|  | 17 | 2/29/00 |  |
|  | Exhibit A | 2/29/00 |  |
|  | Exhibit B | 2/29/00 |  |
|  | Exhibit C | 2/29/00 |  |
| 3-Local Interconnection | 1 | 2/29/00 |  |
|  | 2 | 2/29/00 |  |
|  | 3 | 2/29/00 |  |
|  | 4 | 2/29/00 |  |
|  | 5 | 2/29/00 |  |
|  | 6 | 2/29/00 |  |
|  | 7 | 2/29/00 |  |
|  | 8 | 2/29/00 |  |
|  | Exhibit A | 2/29/00 |  |
|  | Exhibit B | 2/29/00 |  |
|  | Exhibit C | 2/29/00 |  |
|  | Exhibit D | 2/29/00 |  |
|  | Exhibit E | 2/29/00 |  |
| 4-Physical Collocation | 1 | 2/29/00 |  |
|  | 2 | 2/29/00 |  |
|  | 3 | 2/29/00 |  |
|  | 4 | 2/29/00 |  |
|  | 5 | 2/29/00 |  |
|  | 6 | 2/29/00 |  |

## AGREEMENT IMPLEMENTATION TEMPLATE (Residence) <br> for <br> COVAD <br> BellSouth Standard Interconnection Agreement

| Attachment Name/Number | Section Number | Version Date | Planned Activities |  |
| :---: | :---: | :---: | :---: | :---: |
|  | 7 | 2/29/00 |  |  |
|  | 8 | 2/29/00 |  |  |
|  | 9 | 2/29/00 |  |  |
|  | 10 | 2/29/00 |  |  |
|  | 11 | 2/29/00 |  |  |
|  | 12 | 2/29/00 |  |  |
|  | 13 | 2/29/00 |  |  |
|  | 14 | 2/29/00 |  |  |
|  | Exhibit A | 2/29/00 |  |  |
|  | Exhibit B | 2/29/00 |  |  |
| 5-Access to Numbers \& Number Portability | 1 | 2/29/00 |  |  |
|  | 2 | 2/29/00 |  |  |
|  | 3 | 2/29/00 |  |  |
|  | 4 | 2/29/00 |  |  |
|  | 5 | 2/29/00 |  |  |
|  | 6 | 2/29/00 |  |  |
|  | 7 | 2/29/00 |  |  |
|  | 8 | 2/29/00 |  |  |
|  | Exhibit A | 2/29/00 |  |  |
| 6-Ordering/Provisioning | 1 | 2/29/00 |  |  |
|  | 2 | 2/29/00 |  |  |
|  | 3 | 2/29/00 |  |  |
| 7-Billing \& Billing Accuracy Certification | 1 | 2/29/00 |  |  |
|  | 2 | 2/29/00 |  |  |
|  | 3 | 2/29/00 |  |  |
|  | 4 | 2/29/00 |  |  |
|  | 5 | 2/29/00 |  |  |
|  | 6 | 2/29/00 |  |  |
|  | 7 | 2/29/00 |  |  |
| Version 1Q00:3/6/00 |  |  |  | Attachment 10-Residence Page 4 |

## AGREEMENT IMPLEMENTATION TEMPLATE (Residence)

for
COVAD
BellSouth Standard Interconnection Agreement

| Attachment <br> Name/Number | Section <br> Number | Version <br> Date | Planned Activities |
| :---: | :---: | :---: | :--- |
|  | Exhibit A | $2 / 29 / 00$ |  |
| 8-ROW/Conduits/PoleAtt | 1 | $2 / 29 / 00$ |  |
| 9-Perf Measurement | Pre-Ordering | $2 / 29 / 00$ |  |
|  | Ordering | $2 / 29 / 00$ |  |
|  | Provisioning | $2 / 29 / 00$ |  |
|  | Maint/Repair | $2 / 29 / 00$ |  |
|  | Billing | $2 / 29 / 00$ |  |
|  | Opr Svcs/DA | $2 / 29 / 00$ |  |
|  | E911 | $2 / 29 / 00$ |  |
|  | Crunk Grp Perf | $2 / 29 / 00$ |  |
|  | Appendion A | $2 / 29 / / 00$ |  |
|  | Appendix B | $2 / 29 / 00$ |  |
|  | Appendix C | $2 / 29 / 00$ |  |
|  |  | $2 / 29 / 00$ |  |
|  |  | $2 / 29 / 00$ |  |
|  |  | $2 / 29 / 00$ |  |
|  |  | $2 / 29 / 00$ |  |
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# AGREEMENT IMPLEMENTATION TEMPLATE (Business) <br> for <br> DIECA 

BellSouth Standard Interconnection Agreement

## Agreement Effective Date: <br> Account Manager:

Agreement Expiration Date:
Account Manager Tel No:

| Attachment Name | Section No. | Version Date | Planned Activities |
| :---: | :---: | :---: | :---: |
| Terms/Conditions PartA | 1 |  |  |
|  | 2 |  |  |
|  | 3 |  |  |
|  | 4 |  |  |
|  | 5 |  |  |
|  | 6 |  |  |
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|  | 24 |  |  |
|  | 25 |  |  |
|  | 26 |  |  |
| Terms/Conditions Part B |  |  |  |

## AGREEMENT IMPLEMENTATION TEMPLATE (Business) <br> for <br> DIECA <br> BellSouth Standard Interconnection Agreement

| Attachment Name | Section No. | Version Date | Planned Activities |  |
| :---: | :---: | :---: | :---: | :---: |
| 1-Resale | 1 |  |  |  |
|  | 2 |  |  |  |
|  | 3 |  |  |  |
|  | 4 |  |  |  |
|  | 5 |  |  |  |
|  | 6 |  |  |  |
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|  | 9 |  |  |  |
|  | 10 |  |  |  |
|  | 11 |  |  |  |
|  | 12 |  |  |  |
|  | 13 |  |  |  |
|  | Exhibit A |  |  |  |
|  | Exhibit B |  |  |  |
|  | Exhibit C |  |  |  |
|  | Exhibit D |  |  |  |
|  | Exhibit E |  |  |  |
|  | Exhibit F |  |  |  |
|  | Exhibit G |  |  |  |
|  | Exhibit H |  |  |  |
| 2-Network Elements \& Other Services | 1 |  |  |  |
|  | 2 |  |  |  |
|  | 3 |  |  |  |
|  | 4 |  |  |  |
|  | 5 |  |  |  |
|  | 6 |  |  |  |
|  | 7 |  |  |  |
|  | 8 |  |  |  |
|  | 9 |  |  |  |
|  |  |  |  | Attachment 10-Business Page 7 |

## AGREEMENT IMPLEMENTATION TEMPLATE (Business) <br> for <br> DIECA <br> BellSouth Standard Interconnection Agreement



## AGREEMENT IMPLEMENTATION TEMPLATE (Business) for <br> DIECA

BellSouth Standard Interconnection Agreement


## AGREEMENT IMPLEMENTATION TEMPLATE (Business) <br> for <br> DIECA

BellSouth Standard Interconnection Agreement

| Attachment <br> Name | Section No. | Version <br> Date |  |
| :---: | :---: | :---: | :---: |
|  | Provisioning |  |  |
|  | Maint/Repair |  |  |
|  | Billing |  |  |
|  | Opr Svcs/DA |  |  |
|  | E911 |  |  |
|  | Trunk Grp Perf |  |  |
|  | Collocation |  |  |
|  | Appendix A |  |  |
|  | Appendix B |  |  |
|  | Appendix C |  |  |

## Attachment 11 <br> BellSouth Disaster Recovery Plan

## 2000 <br> BELLSOUTH

## DISASTER RECOVERY PLANNING

For

## CLECS

## CONTENTS

## PAGE

1.0 Purpose ..... 4
2.0 Single Point of Contact ..... 4
3.0 Identifying the Problem ..... 4
$3.1 \quad$ Site Control ..... 5
3.2 Environmental Concerns ..... 6
4.0 The Emergency Control Center (ECC) ..... 6
5.0 Recovery Procedures ..... 7
5.1 CLEC Outage ..... 7
5.2 BellSouth Outage ..... 7
5.2.1 Loss of Central Office ..... 8
5.2.2 Loss of a Central Office with Serving Wire Center Functions ..... 8
5.2.3 Loss of a Central Office with Tandem Functions ..... 8
5.2.4 Loss of a Facility Hub ..... 9
5.3 Combined Outage (CLEC and BellSouth Equipment) ..... 9
6.0 T1 Identification Procedures ..... 9
7.0 Root Cause Analysis ..... 10
8.0 Acronyms ..... 11

[^0]
### 1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

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

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

### 2.0 SINGLE POINT OF CONTACT

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

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

## The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

BellSouth's NMC will directly inform Covad's NMC using a mutually agreed to method of communication about all Abnormal Condition Reports (ARDs) that affect Covad circuits or put Covad circuits, equipment or employees at risk. This includes, but is not limited to T1, DS3, Node failures and SONET outages. The contact number for the Covad NOC (NMC) is 888-8016285 or 408-434-2100. The BellSouth reporting party should ask for the Covad Duty Director or Duty Manager when making such report.

### 3.0 IDENTIFYING THE PROBLEM

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

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used

[^1]will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

BellSouth and Covad agree to work cooperatively to establish a working agreement between the BellSouth and Covad Network Management Center. The agreement will include at a minimum, method of informing Covad that an ECC is activated or put on alert status, timing of such contact intervals, escalation contacts, and reporting criteria.

### 3.1 SITE CONTROL

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

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

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

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

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

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

[^2]If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

### 3.2 ENVIRONMENTAL CONCERNS

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

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

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

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

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

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

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

### 4.0 THE EMERGENCY CONTROL CENTER (ECC)

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

[^3]In the past, the ECC has been involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

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

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

### 5.0 RECOVERY PROCEDURES

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

### 5.1 CLEC OUTAGE

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

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

### 5.2 BELLSOUTH OUTAGE

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

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

[^4]The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

### 5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will
a) Place specialists and emergency equipment on notice;
b) Inventory the damage to determine what equipment and/or functions are lost;
c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and
e) Begin restoring service to CLECs and other customers.

### 5.2.2 Loss of a Central Office with Serving Wire Center Functions

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

### 5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will
a) Place specialists and emergency equipment on notice;
b) Inventory the damage to determine what equipment and/or functions are lost;
c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
d) Begin reconnecting service for Hospitals, Police and other emergency agencies;
e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)
g) Begin restoring service to CLECs and other customers.

[^5]
### 5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include
a) Placing specialists and emergency equipment on notice;
b) Inventorying the damage to determine what equipment and/or functions are lost;
c) Moving containerized emergency equipment to the stricken area, if necessary;
d) Reconnecting service for Hospitals, Police and other emergency agencies; and
e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

### 5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

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

### 6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently then normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

### 7.0 ROOT CAUSE ANALYSIS

Upon request and on a case by case basis, BellSouth shall provide Covad with documentation about the Abnormal Condition Reports or disaster related events that effected or put Covad's equipment, network or employees at risk. The documentation should include, but is not limited to, the following:

## Description of the incident or outage <br> Date of Incident: <br> Time of Incident: <br> Duration of Outage: <br> Geographic Area Affected: <br> CLLI: <br> Estimated Number of Customers Affected: <br> Type of Services Affected:

[^6]Cause of the Incident, Including Name and Type of Equipment Involved and Specific Part(s) of the Network Affected:
Root Cause Analysis:
Direct Cause:
Consequential Effects
Affected Element:
Outage Cause:
Duration Cause: (include appropriate "Log" timeline entries --OSLOG, DOLOG, etc)
Root Cause Finding:
Methods Used to Restore Service:
Steps Taken to Prevent Recurrence:
Follow up Contact information on the person who supplied the report
This information should be emailed to the Covad NOC Director. This will enable Covad and BellSouth to work together to improve future disaster recovery plans and procedures.

### 8.0 ACRONYMS

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

[^7]
## Hurricane Information

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

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

## BST Disaster Management Plan

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

[^8]
[^0]:    Version 1Q00:3/14/00
    Redline 2/23/01

[^1]:    Version 1Q00:3/14/00
    Redline 2/23/01

[^2]:    Version 1Q00:3/14/00
    Redline 2/23/01

[^3]:    Version 1Q00:3/14/00
    Redline 2/23/01

[^4]:    Version 1Q00:3/14/00
    Redline 2/23/01

[^5]:    Version 1Q00:3/14/00
    Redline 2/23/01

[^6]:    Version 1Q00:3/14/00
    Redline 2/23/01

[^7]:    Version 1Q00:3/14/00
    Redline 2/23/01

[^8]:    Version 1Q00:3/14/00
    Redline 2/23/01

