

BELLSOUTH® / CLEC Agreement

Customer Name: ITC DeltaCom Communications, Inc.

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By and Between

BellSouth Telecommunications, Inc.

And

ITC DeltaCom Communications, Inc.

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties (Effective Date), is entered into by and between ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom and d/b/a Grapevine (ITC^DeltaCom), a Alabama corporation on behalf of itself and having an office at 4092 S. Memorial Parkway, Huntsville, Alabama 35802, and BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.

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

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

WHEREAS, ITC^DeltaCom has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and AT&T Communications of the South Central States, Inc. (AT&T) dated July 20, 2001 for the state of Kentucky.

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

1. ITC^DeltaCom and BellSouth shall adopt in its entirety, with the exception for those items identified in Paragraphs 2 - 22 as set forth below the AT&T Interconnection Agreement dated July 20, 2001 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The AT&T Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
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Exhibit 1 Cover Page	1
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TOTAL	651

2. The Parties hereby agree to delete Section 9.1 of Attachment 1 and replace with the new Section 9.1 and 9.2 following:
 - 9.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included as set forth in Exhibit C of Attachment 6. Rates for ODUF are as set forth in Exhibit 2 of this Agreement.
 - 9.2. BellSouth will provide ODUF service upon written request to its Account Manager stating a requested activation date.
3. The Parties hereby agree to delete the OSS rates in Exhibit C, Attachment 1 of the Amendment dated October 17, 2002 and replace with the rates in Exhibit 2, attached hereto and incorporated herein by this reference.
4. The Parties hereby agree to delete Section 10, EODUF terms and conditions and from Attachment 1.
5. The Parties hereby agree to delete Sections 1.2, 1.3, 1.4, 1.4.1, 1.4.2, 1.4.3, 1.5, 1.6, 1.7, 1.8, 1.8.1, 1.8.2 and 1.8.3 of Attachment 3 and replace with Sections 1.2.1 - 1.2.1.4.1 as follows:
 - 1.2.1 A minimum of one Interconnection Point shall be established in each LATA in BellSouth's serving territory in which ITC^DeltaCom originates, terminates, or exchanges Local Traffic and/or ISP-bound traffic and interconnects with BellSouth. The location of the initial Interconnection Point shall be established by mutual agreement of the Parties. In selecting the initial Interconnection Point, both Parties will act in good faith and select the point that is most efficient for both Parties. Each Party shall be responsible for engineering and maintaining the network on its side of the Interconnection Point. Establishment of an initial Interconnection Point will be initiated by written request and will be based on traffic volumes and patterns, facilities available, and other factors unique to the area. If the Parties are not able to reach mutual agreement on an initial Interconnection Point within 30 calendar days of the date of the written request, the dispute will be escalated to the next level of management. The next level of management will meet as often as necessary to resolve the dispute. If, 30 calendar days after the dispute has been escalated, the Parties are still unable to agree to an initial mutual

Interconnection Point, each Party will designate the initial Interconnection Point for its originated traffic. Furthermore, ITC^DeltaCom must establish Points of Interconnection at all BellSouth access and local tandems where ITC^DeltaCom NXXs are “homed.” A “Homing” arrangement is defined by a “Final” Trunk Group between the BellSouth access or local tandem and ITC^DeltaCom End Office switch. A “Final” Trunk Group is the last choice telecommunications path between the access or local tandem and End Office switch. It is ITC^DeltaCom's responsibility to enter its own NPA/NXX access and/or local tandem “homing” arrangements into the national Local Exchange Routing Guide (“LERG”). In order for ITC^DeltaCom to home its NPA/NXX(s) on a BellSouth access or local tandem, ITC^DeltaCom's NPA/NXX(s) must be assigned to an exchange rate center area served by that BellSouth access or local tandem and as specified by BellSouth.

- 1.2.1.1 The Parties agree that they have, at the time of entering into this agreement, existing Interconnection Points in certain LATAs. A list of some of these existing Interconnection Points is found in Section 1.2.1.4 below. The Parties agree that if either Party desires to transition an existing Interconnection Point or Points that are NOT included in Section 1.2.1.4 below, the transition of the first Interconnection Point in a LATA will be pursuant to Section 1.2.1 above. The transition of a subsequent Interconnection Point or Points that is NOT included in Section 1.2.1.4 below in a LATA shall be pursuant to Section 1.2.1.2 below. Notwithstanding the above, no more than eight Interconnection Points region wide shall be transitioned within the first twelve months of the effective date of this agreement and no more than sixteen Interconnection Points region wide shall be transitioned over a period of twenty-four months.
- 1.2.1.2 Additional Interconnection Points in a particular LATA may be established by mutual agreement of the Parties. Absent mutual agreement, in order to establish additional Interconnection Points in a LATA, the traffic between ITC^DeltaCom and BellSouth at the proposed additional Interconnection Point must exceed 8.9 million minutes of local and/or ISP-bound traffic per month for three consecutive months during the busy hour. Additionally, any end office to be designated as an Interconnection Point must be more than 20 miles from an existing Interconnection Point. BellSouth will not designate an Interconnection Point at a Central Office where physical or virtual collocation space or BellSouth fiber connectivity is not available. Upon written notification from the Party requesting the establishment of an additional Interconnection Point, the receiving Party has 45 calendar days to analyze, respond to, and negotiate in good faith the establishment of and location of such Interconnection Point. If the receiving Party disagrees that the traffic and mileage thresholds set forth herein have been met, then such Party may utilize the dispute resolution procedures set forth in the General Terms and Conditions of this Agreement.

1.2.1.3 Notwithstanding any of the above provisions, BellSouth agrees to allow ITC^DeltaCom to select 5 IPs on BellSouth's network during the term of this Agreement that are not subject to the requirements of 1.2.1 or 1.2.1.2, and each party is responsible for its facilities to the IP.

1.2.1.4 The Parties agree to grandfather the following existing IPs:

IP CLLI	Address	City	State	<u>LAT</u> <u>A</u>
CHRLNCRU4MD	401 South College St	Charlotte	NC	422
GNBONCPH9MD	301 South Elm St	Greensboro	NC	424
RLGINCMNAMD	213 N Harrington	Raleigh	NC	426
GNVLSCMCCMD	325 West McBee Av	Greenville	SC	430
FLRNSCTSHMD	224 West Cheves St	Florence	SC	432
CLMASCEANMD	1426 Main Street	Columbia	SC	434
CHTNSCPSXYX	One Charlotte Street	Charleston	SC	436
ATLNGAPKXCX	55 Park Place NE, Suite 360	Atlanta	GA	438
MACNGA013MD	160 State Street	Macon	GA	446
AGSTGADL5MD	301 B 15th Street	Augusta	GA	442
ALBYGADZ1MD	2151 Gillionville Rd	Albany	GA	444
JCVLFLJBH06	421 West Church St	Jacksonville	FL	452
ORLFFL42AMD	8248 Parkline Blvd, Suite 220	Orlando	FL	458
WPBIFLJA1MD	1475 Centrepark Blvd, Suite 300	West Palm Beach	FL	460
NSVMTN30AMD	101 Raines Ave	Nashville	TN	470
CHTHTNDNH00	1329 Slayton St	Chattanooga	TN	472
ANTNAL07AMD	410 West 10th St	Anniston	AL	476
BRHMALWDBMD	900 Appalachee St	Birmingham	AL	476
HNVIAL03ZMD	8600 South Memorial Pkwy	Huntsville	AL	477
MTGMALLTAMD	10 Tallapoosa St	Montgomery	AL	478
MOBLALNHAMD	25 Battleship Pkwy	Mobile	AL	480
JCSNMSITBMD	308 East Pearl St	Jackson	MS	482
GLPTMS55JMD	2221 17th St	Gulfport	MS	484
SHPTLA12XVX	724 McNeil, 2nd Floor, Suite 200	Shreveport	LA	486
NWORLA90AMD	12928 Chef Menteur Hwy	New Orleans	LA	490

1.2.1.4.1 The Parties further agree that the IPs set forth in Section 1.2.1.4 and Section 1.2.1.3 above are not subject to the triggers for additional IPs as set forth in Sections 1.2.1, 1.2.1.1, or 1.2.1.2. Additionally, BellSouth shall take no other action to require ITC^DeltaCom to migrate traffic from the grandfathered IP's or the 5 ITC^DeltaCom designated IPs, referred to above, without the mutual consent of the parties. The Parties agree that ITC^DeltaCom will not charge BellSouth for collocation charges normally assessed for collocation for the past for these 30 grandfathered IP's. ITC^DeltaCom also agrees that it will not charge BellSouth collocation charges normally assessed for collocation for these 30 grandfathered IP's, in the present or in the future for so long as the POIs listed in Section 1.2.1.4 and described in Section 1.2.1.3

are grandfathered by mutual consent of the parties...at the locations set forth in Exhibit 1.2.1.4 or in those locations where ITC^DeltaCom designated the POI as described in Section 1.2.1.3 above. ITC^DeltaCom may request an augmentation to such arrangement; however, to the extent such augmentation requires the placement of additional equipment by BellSouth, BellSouth will be entitled to place such additional equipment in the same manner and subject to the same conditions as it placed the original equipment at such IP and BellSouth shall not be responsible for any collocation charges for the additional equipment. Notwithstanding the above, while collocation charges are waived for these 30 Points of Interconnection referenced herein, Bellsouth agrees to abide by the provisions set forth in Exhibit C of this Agreement.

6. The Parties hereby agree to delete Section 1.9 of Attachment 3 and replace with Section 1.3 as follows:
 - 1.3 With the exception of Transit Traffic compensation, the Parties shall institute a "bill and keep" compensation plan under which neither Party will charge the other Party recurring and nonrecurring charges as set forth in Exhibit A for trunks (one-way or two-way) and associated dedicated facilities for the exchange of Local Traffic and ISP-bound Traffic. The portion of trunks and facilities utilized for Local Traffic and ISP-bound traffic, which are subject to bill and keep in accordance with this section, shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined in this Attachment. The remaining portion of the trunks and facilities shall be billed at the applicable access tariff rates. The Parties agree that charges for such trunks and facilities are as set forth in Exhibit A to this Attachment or the applicable tariff when not addressed in Exhibit A to this Attachment.
7. The Parties hereby agree to renumber Sections 1.10 - 1.12 of Attachment 3 to Sections 1.4 - 1.6.
8. The Parties hereby agree to delete Section 5.3.1.1, 5.3.3, 5.3.3.1, 5.3.3.2, 5.3.3.3 and 5.3.3.4 to the Amendment of Attachment 3 effective April 18, 2002 and replace with Section 5.3.1.1, 5.3.3 - 5.3.3.4 as follows:
 - 5.3.1.1 Local Traffic Definition: "Local Traffic is defined as any call that originates and terminates in the same LATA, except for that portion of the calls that are completed using switched access arrangements as defined in the Parties' respective access tariffs as filed and effective with the appropriate Commission.
 - 5.3.3 The Parties shall compensate each other for the call transport and termination of Local Traffic and ISP-bound Traffic at the rates set forth below in Sections 6.2.1 and 6.2.2. For ISP-bound Traffic exchanged during the year 2003 until the expiration of the Agreement, the Parties agree to apply the growth caps

set forth in the FCC's ISP Order on Remand and described in Section 5.3.3.3 below.

- 5.3.3.1 For the period commencing on January 1, 2003 and continuing until June 13, 2003, the Parties shall charge the rate of \$.001 per minute of use
 - 5.3.3.2 For the period commencing on June 14, 2003 and continuing until the expiration of this Agreement, the Parties shall charge the rate of \$.0007 per minute of use.
 - 5.3.3.3 Notwithstanding anything to the contrary in this Agreement, the volume of ISP-bound Traffic for which one Party may bill the other shall be capped and such cap shall be negotiated pursuant to the FCC's ISP Order on Remand.
 - 5.3.3.4 Any ISP-bound Traffic that exceeds the minute of use caps described above shall be exchanged on a bill and keep basis, and no compensation shall be paid to the terminating Party therefore.
9. The Parties hereby agree to delete Sections 5.3.4, 5.3.5 and 5.3.12 of Attachment 3 and renumber Sections 5.3.6 - 5.3.13 of the Amendment to Attachment 3 effective April 18, 2002 to Sections 5.3.4 - 5.3.10.
10. The Parties hereby agree to delete Sections 5.3.14, 5.3.15 and 5.3.16 to the Amendment of Attachment 3 effective April 18, 2002 and replace with Sections 5.3.11, 5.3.12 and 5.3.13 as follows:
- 5.3.11 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local or ISP-bound minutes to be billed to the other party. For purposes of developing the PLU, each party shall consider every local, and ISP-bound call, and every long distance call, excluding Transit Traffic. Effective on the first of January, April, July and October of each year, BellSouth and ITC^DeltaCom shall provide a positive report updating the PLU 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 calculating and reporting shall be as set forth in BellSouth's Standard Percent Local Use Jurisdictional Factors Reporting Platform Guide, as it is amended from time to time if such amendments are mutually agreed upon. All amendments to the Guide will considered mutually agreed upon unless ITC^DeltaCom provides written notice to BellSouth of disagreement with the changes within thirty (30) days of any changes being posted to the website.

- 5.3.12 Percent Local Facility. Each Party shall report to the other a Percent Local Facility (“PLF”) factor per each utilized ACNA code. 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 PLF calculation and reporting shall be as set forth in BellSouth’s Jurisdictional Factors Reporting Guide, as it is amended from time to time if such amendments are mutually agreed upon. All amendments to the Guide will be considered mutually agreed upon unless ITC^DeltaCom provides written notice to BellSouth of disagreement with the changes within 30 days of any changes being posted to the website.
- 5.3.13 Percentage Interstate Usage. Both Party’s based on their respective tariffs for combined interstate and intrastate traffic terminated by the other Party over the same facilities, will be required to provide a projected Percentage Interstate Usage (“PIU”) to the other Party. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in the Parties’ Access Services Tariff will apply. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. 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.
11. The Parties hereby agree to renumber Sections 5.3.17 - 5.3.20 of the Amendment to Attachment 3 effective April 18, 2002 to Sections 5.3.14 - 5.3.17.
12. The Parties hereby agree to add Section 5.3.18 and 5.3.19 to Attachment 3 as follows:
- 5.3.18 If a Party has access to CCS7 Signaling Services monitoring software, then that carrier may use this software to identify the appropriate jurisdictional factors (SPIU/SPLU) on its signaling with BellSouth and report these factors in the same format detailed herein.
- 5.3.18.1 If, however, a carrier does not have access to CCS7 Signaling Services monitoring software, then an SPIU for CCS7 Signaling Services shall be developed and reported based upon the associated billed minutes of use for

SWA Usage-based services. The signals associated with billed minutes that are jurisdictionally interstate, as a percentage of the signals associated with total billed minutes shall be reported as the CCS7 Access SPIU. Where the customer is a "Third Party Provider" of CCS7 services then the SPIU will be developed based upon a weighted average of all of that provider's "Third Party Customer's" end user traffic. Carriers developing and reporting an SPIU in this manner shall inform BellSouth of the methodology used to determine the signals associated with billed minutes that jurisdictionally interstate and the methodology used to determine the signals associated with total billed minutes.

- 5.19 CCS7 ACCESS ARRANGEMENT SPLU
 - 5.19.1 If a carrier has access to CCS7 Signaling Services monitoring software, then that carrier may use this software to identify the appropriate jurisdictional factors (SPIU/SPLU) on its signaling with BellSouth and report these factors in the same format detailed herein.
 - 5.19.2 If, however, a carrier does not have access to CCS7 Signaling Services monitoring software, then an SPLU for CCS7 Signaling Services shall be developed and reported based upon the associated billed minutes of use for SWA Usage-based services and Local Interconnection services. The signals associated with billed minutes that are jurisdictionally local, as a percentage of the signals associated with total intrastate billed minutes shall be reported as the CCS7 Access SPLU. Where the customer is a "Third Party Provider" of CCS7 services then the SPLU will be developed based upon a weighted average of all of that provider's "Third Party Customer's" end user traffic. Carriers developing and reporting an SPLU in this manner shall inform BellSouth of the methodology used to determine the signals associated with billed minutes that jurisdictionally interstate and the methodology used to determine the signals associated with total billed minutes.

- 13. The Parties hereby agree to add Sections 4.5.1 and 4.5.2 to Attachment 3 as follows:
 - 4.5.1 Where the interconnection is via B-link connections, charges for the SS7 interconnection elements (including port charge, SS7 Network Usage and the SS7 link) shall be bill and keep.
 - 4.5.2 Where the interconnection is via A-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge- BellSouth will bill an STP port charge and does not agree to pay a termination charge at ITC^DeltaCom's end office; 2) SS7 Network Usage- BellSouth will bill for usage on its SS7 network

and will not agree to pay for any usage billed by ITC^DeltaCom;
3) Link- BellSouth will bill full charges for each link in the A - link pair and will not agree to pay ITC^DeltaCom for any portion of those links

14. The Parties hereby agree to add Exhibit C, Environmental and Safety Principles to Attachment 3 as Exhibit 3, attached hereto and incorporated herein by this reference.
15. The Parties hereby agree to delete the rates in Exhibit A of Attachment 3 and replace with the rates in Exhibit 4, attached hereto and incorporated herein by this reference.
16. The Parties hereby agree to delete the OSS & CCS7 Rates in Exhibit B of Attachment 2 and replace with the OSS & CCS7 Rates in Exhibit 5, attached hereto and incorporated herein by this reference.
17. The Parties hereby agree to add Section 7.7 to Attachment 4 as follows:
 - 7.7 Recurring Charges. If ITC^DeltaCom has met the applicable fifteen (15) calendar day walkthrough interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that ITC^DeltaCom fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval(s) and BellSouth was available for an acceptance walkthrough within the applicable fifteen (15) calendar interval(s), billing for recurring charges will commence on the Space Ready Date. If ITC^DeltaCom occupies the space prior to the Space Ready Date, the date ITC^DeltaCom occupies the space becomes the new Space Acceptance Date and billing for recurring charges begin on that date.
16. The Parties hereby agree to delete Attachment 8 in its entirety and replace with a new Attachment 8, attached hereto and incorporated herein as Exhibit 6.
17. The Parties hereby agree to delete Attachment 13 in its entirety.
18. The Parties hereby agree to delete the LIDB Storage Exhibit A of Attachment 6 and replace with the new Exhibit A to Attachment 6, attached hereto as Exhibit 7 and incorporated herein by this reference.
19. ITC^DeltaCom and BellSouth shall adopt Section 2.10.1 in Attachment 2 of the Cinergy Communications Company's Interconnection Agreement dated March 20, 2003.
20. The Parties agree that the adopted provisions shall be added to Attachment 2 as Section 2.13 as set forth in Exhibit 8, attached hereto and incorporated herein by this reference.

21. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in section 2.1 of the AT&T Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2.1 of the AT&T Interconnection Agreement, the effective date shall be July 20, 2001.
22. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th St., 8th floor
Birmingham, AL 35203

and

ICS Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

ITC^DeltaCom Communications, Inc.
d/b/a ITC^DeltaCom and d/b/a Grapevine

Director-Regulatory Affairs
4092 S. Memorial Parkway
Huntsville, AL 35802

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

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

BellSouth Telecommunications, Inc.

**ITC^DeltaCom Communications, Inc.
d/b/a ITC^DeltaCom and d/b/a
Grapevine**

By: Patrick Finlen

By: Jerry Watts

Name: Patrick Finlen

Name: JERRY WATTS

Title: Assistant Director

Title: VP

Date: 11/5/03

Date: 10-27-03

AT&T Communications of the South Central States, Inc.
Kentucky Interconnection Agreement and Associated Amendments
Agreement Date July 20, 2001

RESALE DISCOUNTS AND RATES - Kentucky										Attachment: 1		Exhibit: C			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN	SOMAN	SOMAN
							First	Add'l	First	Add'l					
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES															
	Electronic LSR				SOME C		3.50	3.50	3.50	3.50					
	Manual LSR				SOMAN		19.99	19.99	19.99	19.99					
ODUF SERVICES															
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message						0.0000136								
	ODUF: Message Processing, per message						0.002506								
	ODUF: Message Processing, per Magnetic Tape provisioned						35.90								
	ODUF: Data Transmission (CONNECT:DIRECT), per message						0.00010372								

Exhibit C

1. BellSouth shall indemnify and hold harmless ITC^DeltaCom from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of BellSouth's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
2. BellSouth shall place a plaque or other identification affixed to BellSouth's equipment necessary to identify BellSouth's equipment, including a list of emergency contacts with telephone numbers.
3. ITC^DeltaCom will permit one accompanied site visit to BellSouth's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to BellSouth. BellSouth must submit to ITC^DeltaCom the completed Access Control Request Form for all employees or agents requiring access to the ITC^DeltaCom Premises a minimum of thirty (30) calendar days prior to the date BellSouth desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, BellSouth may submit such a request at any time subsequent to ITC^DeltaCom's receipt of the BFFO. In the event BellSouth desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, ITC^DeltaCom shall permit BellSouth to access the Collocation Space accompanied by a security escort at BellSouth's expense. BellSouth must request escorted access at least three (3) business days prior to the date such access is desired.
4. Interference or Impairment. Notwithstanding any other provisions of this Attachment, BellSouth 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 ITC^DeltaCom 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 ITC^DeltaCom 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 ITC^DeltaCom reasonably determines that any equipment or facilities of BellSouth violates the provisions of this paragraph, ITC^DeltaCom shall give written notice to BellSouth, which notice shall direct BellSouth to cure the violation within forty-eight (48) hours of BellSouth's actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (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.
- 4.1 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 BellSouth fails to take curative action within forty-eight (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 ITC^DeltaCom's or another entity's service, then and only in that event ITC^DeltaCom may take such action

as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to BellSouth's equipment. ITC^DeltaCom will endeavor, but is not required, to provide notice to BellSouth prior to taking such action and shall have no liability to BellSouth for any damages arising from such action, except to the extent that such action by ITC^DeltaCom constitutes willful misconduct.

- 4.2 For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and BellSouth fails to take curative action within forty-eight (48) hours then ITC^DeltaCom will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to BellSouth or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where ITC^DeltaCom demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, BellSouth 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. Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.
6. Security Escort. A security escort will be required whenever BellSouth or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing ITC^DeltaCom's Security Training requirements. Rates for a security escort are as set forth in Exhibit C beginning with the scheduled escort time. ITC^DeltaCom will wait for one-half (1/2) hour after the scheduled time for such an escort and BellSouth shall pay for such half-hour charges in the event BellSouth fails to show up.
7. Security and Safety Requirements
- 7.1 Unless otherwise specified BellSouth will be required, at its own expense, to conduct a statewide investigation of criminal history records for each BellSouth employee hired in the past five (5) years being considered for work on the ITC^DeltaCom Premises, for the states/counties where the BellSouth employee has worked and lived for the past five (5) years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. BellSouth shall not be required to perform this investigation if an affiliated company of BellSouth has performed an investigation of the BellSouth employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if BellSouth has performed a pre-employment statewide investigation of criminal history records of the BellSouth employee for the states/counties where the BellSouth employee has worked and lived for the past five (5) years or, where

state law does not permit a statewide investigation, an investigation of the applicable counties.

- 7.2 BellSouth will be required to administer to their personnel assigned to the ITC^Deltacom Premises security training either provided by ITC^DeltaCom, or meeting criteria defined by ITC^DeltaCom.
- 7.2.1 BellSouth 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 BellSouth's name. ITC^DeltaCom reserves the right to remove from its premises any employee of BellSouth not possessing identification issued by BellSouth or who has violated any of ITC^DeltaCom's policies as outlined in the Security Training documents. BellSouth shall hold ITC^DeltaCom harmless for any damages resulting from such removal of its personnel from ITC^DeltaCom premises. BellSouth shall be solely responsible for ensuring that any Guest of BellSouth is in compliance with all subsections of this Section.
- 7.3 BellSouth shall not assign to the ITC^DeltaCom Premises any personnel with records of felony criminal convictions. BellSouth shall not assign to the ITC^DeltaCom Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising ITC^DeltaCom of the nature and gravity of the offense(s). ITC^DeltaCom reserves the right to refuse building access to any BellSouth personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that BellSouth chooses not to advise ITC^DeltaCom of the nature and gravity of any misdemeanor conviction, BellSouth may, in the alternative, certify to ITC^DeltaCom that it shall not assign to the ITC^DeltaCom Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 7.4 BellSouth shall not knowingly assign to the ITC^DeltaCom Premises any individual who was a former employee of ITC^DeltaCom and whose employment with ITC^DeltaCom was terminated for a criminal offense whether or not ITC^DeltaCom sought prosecution of the individual for the criminal offense.
- 7.5 BellSouth shall not knowingly assign to the ITC^DeltaCom Premises any individual who was a former supplier of ITC^DeltaCom and whose access to a ITC^DeltaCom Premises was revoked due to commission of a criminal offense whether or not ITC^DeltaCom sought prosecution of the individual for the criminal offense.
- 7.6 For each BellSouth employee or agent hired by BellSouth within five (5) years of being considered for work on the ITC^DeltaCom Premises, who requires access to a ITC^DeltaCom Premises pursuant to this agreement, BellSouth shall furnish ITC^DeltaCom, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, BellSouth will disclose the nature of the convictions to ITC^DeltaCom at that time. In the alternative, BellSouth may certify to ITC^DeltaCom that it shall not assign to

the ITC^DeltaCom Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

- 7.7 For all other BellSouth employees requiring access to a ITC^DeltaCom Premises pursuant to this Attachment, BellSouth shall furnish ITC^DeltaCom, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 7.8 At ITC^DeltaCom's request, BellSouth shall promptly remove from ITC^DeltaCom's Premises any employee of BellSouth ITC^DeltaCom does not wish to grant access to its premises 1) pursuant to any investigation conducted by ITC^DeltaCom or 2) prior to the initiation of an investigation if an employee of BellSouth is found interfering with the property or personnel of ITC^DeltaCom or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by ITC^DeltaCom.
- 7.9 Security Violations. ITC^DeltaCom reserves the right to interview BellSouth's employees, agents or suppliers in the event of wrongdoing in or around ITC^DeltaCom's property or involving ITC^DeltaCom's or another telecommunications carrier's property or personnel, provided that ITC^DeltaCom shall provide 24 hours notice (or such shorter notice as may be agreed to by the Parties as reasonable under the circumstances) to BellSouth's Security representative of such interview. BellSouth reserves the right to have its Security representative present during the interview. BellSouth and its suppliers shall reasonably cooperate with ITC^DeltaCom's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by or involving BellSouth's employees, agents, or suppliers. Additionally, ITC^DeltaCom reserves the right to bill BellSouth for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that BellSouth's employees, agents, or suppliers are responsible for the alleged act. ITC^DeltaCom shall bill BellSouth for ITC^DeltaCom property which is stolen or damaged where an investigation determines the culpability of BellSouth's employees, agents, or suppliers and where BellSouth agree, in good faith, with the results of such investigation BellSouth shall notify ITC^DeltaCom in writing immediately in the event that BellSouth discovers one of its employees already working on the ITC^DeltaCom 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 ITC^DeltaCom Premises, any employee found to have violated the security and safety requirements of this Section. BellSouth shall hold ITC^DeltaCom harmless for any damages resulting from such removal of its personnel from ITC^DeltaCom's Premises.
- 7.10 BellSouth reserves the right to interview ITC^DeltaCom's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's personnel, provided that BellSouth shall provide 24 hours notice (or such shorter notice as may be agreed to by the Parties as reasonable under the circumstances) to ITC^DeltaCom's Security representative of such interview. ITC^DeltaCom reserves the right to have its Security representative present during the interview. ITC^DeltaCom and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving ITC^DeltaCom's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill ITC^DeltaCom for all

reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that ITC^DeltaCom's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill ITC^DeltaCom for BellSouth property which is stolen or damaged where an investigation determines the culpability of ITC^DeltaCom's employees, agents, or suppliers and where ITC^DeltaCom agrees, in good faith, with the results of such investigation. ITC^DeltaCom shall notify BellSouth in writing immediately in the event that ITC^DeltaCom discovers one of its employees is a possible security risk to BellSouth property. 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 access to BellSouth's collocation space and/or equipment, any employee found to have violated the security and safety requirements of this Section. ITC^DeltaCom shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth's collocation space and/or access to BellSouth's equipment.

- 7.11 Use of Supplies. Unauthorized use of equipment, supplies, or other property by either Party, whether or not used routinely to provide telephone service 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.
- 7.12 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 ITC^DeltaCom Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 7.13 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.

8 Destruction of Collocation Space

- 8.1 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 BellSouth's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for BellSouth's permitted use, or is damaged and the option to terminate is not exercised by either Party, ITC^DeltaCom covenants and agrees to proceed promptly without expense to BellSouth, except for improvements not the property of ITC^DeltaCom, to repair the damage. ITC^DeltaCom shall, at parity with repairs made to their own space, 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 ITC^DeltaCom, which causes shall not be construed as limiting factors, but as exemplary only. BellSouth may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a ITC^DeltaCom Certified Supplier is used and the necessary space preparation has been completed. If BellSouth's acceleration of the project increases the cost of the project, then

those additional charges will be incurred by BellSouth. Where allowed and where practical, BellSouth may erect a temporary facility while ITC^DeltaCom rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, BellSouth shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for BellSouth's permitted use, until such Collocation Space is fully repaired and restored and BellSouth's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where BellSouth has placed an Adjacent Arrangement pursuant to Section 3, BellSouth shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, ITC^DeltaCom will restore the associated services to the Adjacent Arrangement.

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 ITC^DeltaCom 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 ITC^DeltaCom 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. ITC^DeltaCom should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. ITC^DeltaCom may make available additional environmental control procedures for BellSouth to follow when working at a ITC^DeltaCom Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of ITC^DeltaCom for environmental protection. BellSouth will require its contractors, agents and others accessing the ITC^DeltaCom Premises to comply with these practices. Section 2 lists the Environmental categories where ITC^DeltaCom practices should be followed by BellSouth when operating in the ITC^DeltaCom Premises.
- 1.4 Environmental and Safety Inspections. ITC^DeltaCom reserves the right to inspect the BellSouth space with proper notification. ITC^DeltaCom reserves the right to stop any BellSouth 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 ITC^DeltaCom Premises by BellSouth are owned by BellSouth. BellSouth will indemnify ITC^DeltaCom for claims, lawsuits or damages to persons or property caused by these materials. Without prior written ITC^DeltaCom approval, no substantial new safety or environmental hazards can be created by BellSouth or different hazardous materials used by BellSouth at ITC^DeltaCom Facility. BellSouth must demonstrate adequate emergency response capabilities for its materials used or remaining at the ITC^DeltaCom Facility.
- 1.6 Spills and Releases. When contamination is discovered at a ITC^DeltaCom Premises, the Party discovering the condition must notify ITC^DeltaCom. All Spills or Releases of

regulated materials will immediately be reported by BellSouth to ITC^DeltaCom.

1.7 Coordinated Environmental Plans and Permits. ITC^DeltaCom and BellSouth 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, ITC^DeltaCom and BellSouth will develop a cost sharing procedure. If ITC^DeltaCom's permit or EPA identification number must be used, BellSouth must comply with all of ITC^DeltaCom's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of ITC^DeltaCom disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. ITC^DeltaCom and BellSouth shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

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

2.2 The most current version of reference documentation must be requested from ITC^DeltaCom.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact ATCC Representative)

Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact ATCC Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact ATCC Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	P&SM Manager - Procurement Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and	Std T&C 450 Fact Sheet 14050

	regulations Pollution liability insurance EVET approval of contractor	BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact ATCC Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

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

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

LOCAL INTERCONNECTION - Kentucky							Attachment: 3		Exhibit: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
													Rec	Nonrecurring		Nonrecurring Disconnect
							First	Add'l	First	Add'l	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 for that element pursuant to the terms and conditions in Attachment 3.																
INTERCARRIER COMPENSATION FOR LOCAL TRAFFIC AND ISP-BOUND TRAFFIC																
	Single Rate for Local Traffic and ISP-Bound Traffic, per MOU (January 1, 2003 through June 13, 2003)					0.001										
	Single Rate for Local Traffic and ISP-Bound Traffic, per MOU (June 14, 2003 through Expiration Date)					0.0007										
INTERCARRIER COMPENSATION FOR LOCAL TRANSIT TRAFFIC AND MTA TRAFFIC																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU			OHD		0.0006772										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0006772										
	Tandem Intermediary Charge, per MOU*			OHD		0.0015										
* 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++		21.58bk	8.13bk								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU			OHD		0.000003										
	Common Transport - Facilities Termination Per MOU			OHD		0.0007466										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.01bk										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	29.11bk	47.34bk	31.78bk	22.77bk	8.75bk						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0115bk										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	20.97bk	47.35bk	31.78bk	22.77bk	8.75bk						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0115bk										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	20.97bk	47.35bk	31.78bk	22.77bk	8.75bk						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.23bk										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	96.04bk	105.52bk	98.46bk	23.09bk	20.49bk						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.97bk										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1175.15bk	335.40bk	219.24bk	89.57bk	87.75bk						
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	18.57bk	265.78bk	46.96bk	46.79bk	4.98bk						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	19.86bk	266.48bk	47.65bk	47.54bk	5.73bk						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.46bk	209.60bk	176.51bk	30.21bk	21.07bk						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	576.05bk	551.38bk	338.08bk	173.00bk	120.42bk						
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	113.33bk	101.40bk	71.60bk	13.79bk	13.04bk						

LOCAL INTERCONNECTION - Kentucky										Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	158.20bk	199.23bk	118.62bk	50.16bk	48.59bk					
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	11.80bk	10.07bk	7.08bk							
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 Provisioning Parties tariff.															

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
OPERATIONAL SUPPORT SYSTEMS (OSS)															
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two.															
Note:(2) Any element that can be ordered electronically will be billed according to the SOMEK rate listed in this category. Please refer to Bellsouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEK rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN will be applied to a CLECs bill when it submits an LSR to BellSouth.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEK		3.50	0.00	3.50	0.00					
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		11.73	0.00	6.13	0.00					
SIGNALING (CCS7)															
	CCS7 Signaling Termination, Per B-link, Per STP Port			UDB	PT8SX		0.00								
	CCS7 Signaling Usage, Per B-link, Per TCAP Message			UDB			0.0000000								
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++		0.00	0.00	0.00	0.00		0.00			
	CCS7 Signaling Usage, Per B-link, Per ISUP Message			UDB			0.0000000								
	CCS7 Signaling Usage Surrogate, Per B-link, per link per LATA			UDB	STU56		0.00								
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.02	46.02	56.43	56.43		7.86			
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		46.02	46.02	56.43	56.43		7.86			

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.

**LINE INFORMATION DATA BASE (LIDB)
FACILITIES BASED STORAGE AGREEMENT**

I. Definitions

- A. Billing number - a number that ITC^DeltaCom 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 ITC^DeltaCom.
- C. Special billing number - a ten-digit number that identifies a billing account established by ITC^DeltaCom.
- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four-digit security code assigned by ITC^DeltaCom that is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by ITC^DeltaCom.
- G. Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by ITC^DeltaCom.
- J. Account Owner – name of the local exchange telecommunications company that is providing dialtone on a subscriber line.
- K. GetData – refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.
- L. Originating Line Number Screening (OLNS) – refers to the query service used to determine the billing, screening and call handling indicators, station type, and Account Owner provided to BellSouth by ITC^DeltaCom for originating line numbers.

II. General

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of ITC^DeltaCom and pursuant to which BellSouth, its LIDB customers and ITC^DeltaCom shall have access to such information. In addition, this Agreement sets forth the terms and conditions for ITC^DeltaCom's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. ITC^DeltaCom 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 ITC^DeltaCom, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection Agreement upon notice to ITC^DeltaCom's account team and/or Local Contract Manager to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement.
- B. BellSouth will provide responses to on-line, call-by-call queries to local exchange line and/or billing number information for the following purposes:
1. Billed Number Screening
BellSouth is authorized to use the billing number information to determine whether ITC^DeltaCom has identified the billing number as one that should not be billed for collect or third number calls.
 2. Calling Card Validation
BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth and where the last four digits (PIN) are a security code assigned by BellSouth.
 3. OLNS
BellSouth is authorized to provide originating line screening information for billing and services restrictions, station type, and Account Owner on the lines of ITC^DeltaCom from which a call originates.
 4. GetData
BellSouth is authorized to provide, at a minimum, the Account Owner and/or Regional Accounting Office information on the lines of ITC^DeltaCom indicating the local service provider and where billing records are to be sent for settlement purposes. This query service may be modified to provide additional information in the future.
 5. Fraud Control

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

III. Responsibilities of the Parties

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

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearinghouses and as such these billing and collection customers (B&C Customers) query BellSouth's LIDB to determine whether to accept various billing options from end users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate ITC^DeltaCom's data from BellSouth's data, the following terms and conditions shall apply:

1. BellSouth will identify ITC^DeltaCom's end user originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement with interexchange carriers for handling of long distance charges by their end users.
2. BellSouth shall have no obligation to become involved in any disputes between ITC^DeltaCom and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to ITC^DeltaCom. It shall be the responsibility of ITC^DeltaCom and the B&C Customers to negotiate and arrange for any appropriate adjustments.

IV. Fees for Service and Taxes

A. ITC^DeltaCom will not be charged a fee for storage services provided by BellSouth to ITC^DeltaCom as described in this LIDB Facilities Based Storage Agreement.

B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth

herein will be paid by ITC^DeltaCom in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

2.13. DSL TRANSPORT SERVICE ON UNE-P

- 2.13.1 For purposes of this Section 2.13.1, the term “DSL,” “DSL transport,” or “DSL Transport Services” shall mean that DSL transport service in the BellSouth F.C.C. Number 1 tariff in effect as of, July 12, 2002, the date of the Kentucky Public Service Commission’s Order in Case No. 2001-00432. In order to comply with the Order, BellSouth shall not refuse to provide any DSL transport service to a network service provider pursuant to a request from such network service provider who serves, or desires to serve, an end-user that receives UNE-P based voice services from Cinergy Communications. However, BellSouth shall have no obligation to provide DSL transport on any loop that is not qualified for DSL, provided that BellSouth shall not make a change to any loop so as to make it not qualify for DSL on the basis of that such loop is being converted to UNE-P, rather than on the basis of architectural, mechanical, or physical limitations.
- 2.13.2 The Order in is predicated upon the ability of customers of Cinergy Communications to receive wholesale ADSL transport at the same price it was available pursuant to Bellsouth Tariff F.C.C. Number 1 on the date of that Order. In the event this offering is no longer available for any reason, BellSouth agrees to provide to Cinergy Communications a wholesale ADSL transport product for the duration of this interconnection agreement on the same pricing, terms and conditions as those in the BellSouth Tariff F.C.C. Number 1 as of the date of the Order subject to section 2.13.1 above. The terms and prices of BellSouth Tariff F.C.C. Number 1 as it existed on the date of the Order are incorporated herein by reference as necessary to comply with this section.
- 2.13.3 Notwithstanding the foregoing, BellSouth shall have no obligation to provide its retail, DSL-based high speed Internet access service, currently known as BellSouth® FastAccess® DSL service, to an end-user that receives UNE-P based voice services from Cinergy. To the extent BellSouth chooses to deny FastAccess to an end user, BellSouth shall not seek any termination penalties against, or in any other fashion seek to penalize, any such end-user that Cinergy identifies to BellSouth pursuant to a process to be agreed upon and reduced to writing. BellSouth shall also notify the aforementioned end-user at least ten (10) days prior to discontinuing its FastAccess service.
- 2.13.4 Cinergy shall make available to BellSouth at no charge the high frequency spectrum on UNE-P for purposes of enabling BellSouth to provision DSL transport on the same loop as the UNE-P based voice service.

- 2.13.5 When BellSouth provides tariffed DSL transport over Cinergy UNE-P, BellSouth shall have the right, at no charge, to access the entire loop for purposes of troubleshooting DSL-related troubles.
- 2.13.6 BellSouth shall not be obligated to provide tariffed DSL transport in accordance with this Section 2.13.5 until completion of the modification of systems and processes that will enable BellSouth to qualify Cinergy UNE-P lines for DSL as well as maintain and repair such DSL on Cinergy UNE-P lines. Until such time as BellSouth completes the aforementioned modification of systems and processes, BellSouth agrees to provide to Cinergy Communications wholesale DSL transport service over resale lines on the following conditions: (1) the underlying resale line and its features shall be provided by BellSouth to Cinergy Communications at the rate that Cinergy Communications normally pays for a UNE-P loop/port combination in the pertinent UNE Zone, specifically excluding subscriber line charges, and other charges normally associated with resale; (2) BellSouth shall bill and collect the access or other third party charges applicable to such lines, and shall remit to Cinergy monthly, as a surrogate for such access charges, an amount determined in accordance with the formula set forth in Section 2.13.6.1 below; (3) because BellSouth cannot provide hunting between resale and UNE-P lines, any other lines of the end-user served by Cinergy Communications shall also be converted to resale at no charge upon submission of an LSR for such conversion and provided pursuant to (1) and (2) above unless and until BellSouth agrees to provide hunting between resale and UNE-P platforms; and (4) once the aforementioned modification of systems and process is completed, BellSouth agrees to convert all end-user lines affected by this section to UNE-P at no charge upon Cinergy Communications' submission of an executable LSR for such conversion.
- 2.13.6.1 The parties agree that the amount payable to Cinergy as a surrogate for access charges in accordance with Section 2.13.6 above shall be determined by multiplying the average number of Cinergy resale lines with DSL service, and those lines included in a hunt group with such DSL resale lines in accordance with subsection 3 of Section 2.13.6 above, for the most recent three (3) billing cycles preceding the date of this agreement by \$12.00 per line. Such rate is based upon Cinergy's estimate of its access charges, including subscriber line charges, presubscribed interexchange carrier charges, and usage charges, on a per line basis. Within sixty (60) days following the date of this Agreement and upon BellSouth's request, the parties agree to true up this amount to conform with the average per line access charges Cinergy collects on its UNE-P lines. Cinergy shall provide supporting documentation to justify the true up amount.

- 2.13.6.2 The Parties agree that subject to Section 2.13.6.1, the rates charged pursuant to Section 2.13.6 above are not subject to true-up regardless of appeal or change in law. Any change to these rates or to the provisions of Section 2.13 et seq. shall be prospective only in the event of a change in law as described in the General Terms and Conditions of this Agreement.
- 2.13.7 Cinergy Communications shall provide BellSouth with all current pertinent customer information necessary for BellSouth to comply with this section. Cinergy Communications authorizes BellSouth to access customer information on BellSouth systems as necessary for BellSouth to comply with this section. BellSouth shall provide Cinergy Communications with all current pertinent loop information necessary for Cinergy Communications to provide DSL over UNE-P, including but not limited to, loop qualification information for UNE-P lines.
- 2.13.8 If a request is made for DSL on an existing Cinergy Communications UNE-P line, Cinergy shall cooperate with BellSouth in an effort to determine loop make-up and qualification status. The parties shall mutually agree on a procedure and shall reduce same in writing.