EXECUTIVE SUMMARY
of
OptiLink Communications, Inc.
BellSouth Standard Interconnection Agreement

Agreement Effective Date: August 9, 1999	**Agreement Expiration Date: August 8, 2001**
OCN:	**GAC:**
CIC (if applicable):	**ACNA:**
Negotiator: Pat Finlen	**Negotiator Tel No: (404) 927-8389**
Location of Executive Summary: t:\hendrix\finlen\optilink\ final version*.*	**Location of Interconnection Agreement: t:\hendrix\\finlen\optilink\final version*.***

Attachment Name/Number	Section Number	Version Date	No Devia-tion	Deviation	Deviation Affect Compliance Y/N	If Compliance Item, Priority H/M/L	If Deviation, enter Paragraph No. And Brief Description of Deviation. If different by state, note here also.
Terms/Conditions PartA	1	03/15/99	X				
	2	03/15/99	X				
	3	03/15/99	X				
	4	03/15/99	X				
	5	03/15/99	X				
	6	03/15/99	X				
	7	03/15/99	X				
	8	03/15/99	X				
	9	03/15/99	X				
	10	03/15/99	X				
	11	03/15/99	X				
	12	03/15/99	X				
	13	03/15/99	X				
	14	03/15/99	X				
	15	03/15/99	X				
	16	03/15/99	X				
	17	03/15/99	X				
	18	03/15/99	X				

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	19	03/15/99	X				
	20	03/15/99	X				
	21	03/15/99	X				
	22	03/15/99	X				
	23	03/15/99	X				
	24	03/15/99	X				
	25	03/15/99	X				
Terms/Conditions Part B		03/15/99		Added Fiber Meet Definition	Y		**Fiber-Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Point Of Interface).
1-Resale	1	03/15/99	X				
	2	03/15/99	X				
	3	03/15/99	X				
	4	03/15/99	X				
	5	03/15/99	X				
	6	03/15/99	X				
	7	03/15/99	X				
	8	03/15/99	X				
	Exhibit A	03/15/99	X				
	Exhibit B	03/15/99	X				
2-Unb Network Elements	1	03/15/99	X				
	2	03/15/99	X				

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	3	03/15/99	X				
	4	03/15/99	X				
	5	03/15/99	X				
	6	03/15/99	X				
	7	03/15/99	X				
	8	03/15/99	X				
	9	03/15/99	X				
	10	03/15/99	X				
	11	03/15/99	X				
	12	03/15/99	X				
	13	03/15/99	X				
	14	03/15/99	X				
	15	03/15/99	X				
	16	03/15/99		X			If OptiLink orders unbundled network elements, then OptiLink is also responsible for providing E911 to its end **users for which voice service is provided**. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment. Paragraphs 16.2.1 and 16.2.2 have similar language
	17	03/15/99	X				
	Exhibit A	03/15/99	X				
	Exhibit B	03/15/99	X				
	Exhibit C	03/15/99		X	Y	H	Inserted DS3 Interoffice Rates for all BST states

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	Exhibit D	03/15/99	X				
3-Local Interconnection	1	03/15/99		X	Y	H	1.8 Changed to allow CLEC to bill BST its Commission Approved Tarrif Rates for any rate that is not listed in price table.
	2	03/15/99		X	Y	H	2.2 Changed to allow CLEC to bill BST its Commission Approved Tarrif Rates for IntraLATA traffic
	3	03/15/99		X	Y	H	3.2 added language for Fiber Meet from 2Q99 version
	4	03/15/99	X				
	5	03/15/99		X	X	H	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 Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point **utilized for voice transmission.** BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical

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							Publication, TR-TSV-000905. Facilities of each party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.
	6	03/15/99	X				
	7	03/15/99	X				
	8	03/15/99	X				
	9	03/15/99	X				
	Exhibit A	03/15/99		X	Y	H	Added DS3 Rates for Interoffice Transport for all BST states
4-Physical Collocation	1	03/15/99	X				
	2	03/15/99	X				
	3	03/15/99	X				
	4	03/15/99	X				
	5	03/15/99	X				
	6	03/15/99	X				
	7	03/15/99	X				
	8	03/15/99	X				
	9	03/15/99	X				
	10	03/15/99	X				
	11	03/15/99	X				
	12	03/15/99	X				
	13	03/15/99	X				
	Exhibit A	03/15/99	X				

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	Exhibit B	03/15/99	X				
5-Access to Numbers & Number Portability	1	03/15/99	X				
	2	03/15/99	X				
	3	03/15/99	X				
	4	03/15/99	X				
	5	03/15/99	X				
	6	03/15/99	X				
	7	03/15/99	X				
	Exhibit A	03/15/99	X				
6-Ordering/Provisioning	1	03/15/99	X				
	2	03/15/99	X				
	3	03/15/99	X				
7-Billing & Billing Accuracy Certification	1	03/15/99	X				
	2	03/15/99	X				
	3	03/15/99	X				
	4	03/15/99	X				
	5	03/15/99	X				
	6	03/15/99	X				
	7	03/15/99	X				
	8	03/15/99	X				
	Exhibit A	03/15/99	X				
8-ROW/Conduits/PoleAtt	1	03/15/99	X				
9-Perf Measurement	Pre-Ordering	03/15/99	X				
	Ordering	03/15/99	X				
	Provisioning	03/15/99	X				

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	Maint/Repair	03/15/99	X				
	Billing	03/15/99	X				
	Opr Svcs/DA	03/15/99	X				
	E911	03/15/99	X				
	Trunk Grp Perf	03/15/99	X				
	Collocation	03/15/99	X				
	Appendix A	03/15/99	X				
	Appendix B	03/15/99	X				
	Appendix C	03/15/99	X				

INTERCONNECTION AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND
OPTILINK COMMUNICATIONS, INC.

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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and OptiLink Communications, Inc., a Georgia corporation, and shall be deemed effective as of July 1, 1999. This agreement may refer to either BellSouth or OptiLink or both as a "Party" or "Parties. "

W I T N E S S E T H

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, OptiLink is an alternative local exchange telecommunications company ("CLEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the Parties wish to resell BellSouth's telecommunications services and/or interconnect their facilities, purchase unbundled elements, and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

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

The terms and conditions contained within the General Terms and Conditions were negotiated as a whole and each term and condition within the General Terms and Conditions is interdependent upon the other terms and conditions.

1. Purpose

The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each Parties' obligations under sections 251 and 252 of the Act. The resale, access and interconnection obligations contained herein enable OptiLink to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that OptiLink will not be considered to have offered telecommunications services to the public in any state within BellSouth's region until such time as it has ordered services for resale or interconnection facilities for the

purposes of providing business and/or residential local exchange service to customers.

2. Term of the Agreement

2.1 The term of this Agreement shall be two years, beginning August 10, 1999.

2.2 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 with regard to the terms, conditions and prices of resale and/or local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). The Parties further agree that any such Subsequent Agreement shall be for a term of no less than two (2) years unless the Parties agree otherwise.

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2, above, the Parties are unable to satisfactorily negotiate new resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale arrangements pursuant to 47 USC 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection and/or resale arrangements no later than the expiration date of this Agreement. The Parties further agree that 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 local interconnection and/or resale arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement. Until the Subsequent Agreement becomes effective, the Parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

3. Ordering Procedures

3.1 OptiLink shall provide BellSouth its Carrier Identification Code (CIC), Operating Company Number (OCN), Group Access Code (GAC) and Access Customer Name and Address (ACNA) code as applicable prior to placing its first order.

3.2 Detailed procedures for ordering and provisioning BellSouth services are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate.

3.3 BellSouth has developed electronic systems for placing most resale and some UNE orders. BellSouth has also developed electronic systems for accessing data needed to place orders including valid address, available services and features, available telephone numbers, due date estimation on pre-order and calculation on firm order, and customer service records where applicable. Charge for Operational Support Systems (OSS) shall be as set forth in this agreement in Exhibit A of Attachment 1 and/or in Attachment 2, as applicable.

4. Parity

The services and service provisioning that BellSouth provides OptiLink for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. In connection with resale, BellSouth will provide OptiLink with pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable OptiLink to provide equivalent levels of customer service to their local exchange customers as BellSouth provides to its own end users. BellSouth shall also provide OptiLink with unbundled network elements, and access to those elements, that is at least equal in quality to that which BellSouth provides BellSouth, or any BellSouth subsidiary, affiliate or other CLEC. BellSouth will provide number portability to OptiLink and their customers with minimum impairment of functionality, quality, reliability and convenience.

5. White Pages Listings

BellSouth shall provide OptiLink and their customers access to white pages directory listings under the following terms:

5.1 Listings. BellSouth or its agent will include OptiLink residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between OptiLink and BellSouth subscribers.

5.2 Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to OptiLink or its subscribers provided that OptiLink provides subscriber listing information to BellSouth at no charge.

5.3 Procedures for Submitting OptiLink Subscriber Information. BellSouth will provide to OptiLink a magnetic tape or computer disk containing the proper format for submitting subscriber listings. OptiLink will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in BellSouth's Local Interconnection and Facility Based Ordering Guide.

5.4 Unlisted Subscribers. OptiLink will be required to provide to BellSouth the names, addresses and telephone numbers of all OptiLink customers that wish to be omitted from directories.

5.5 Inclusion of OptiLink Customers in Directory Assistance Database. BellSouth will include and maintain OptiLink subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and OptiLink will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.

5.6 Listing Information Confidentiality. BellSouth will accord OptiLink's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to OptiLink'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 OptiLink subscribers at no charge.

6. Bona Fide Request/New Business Request Process for Futher Unbundling

If OptiLink is a facilities based provider or a facilities based and resale provider, this section shall apply. BellSouth shall, upon request of OptiLink, provide to OptiLink access to its unbundled elements at any technically feasible point for the provision of OptiLink's telecommunications service where such access is necessary and failure to provide access would impair the ability of OptiLink to provide services that it seeks to offer. Any request by OptiLink for access to an unbundled element that is not already available shall be treated as an unbundled element Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth following.

6.1 Bona Fide Request/New Business Requests are to be used when OptiLink makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Telecommunications Act of 1996; or to provide a new or custom capability or function to meet OptiLink's business needs, referred to as a Business Opportunity Request (BOR). The BFR process is intended to facilitate the two way exchange of information between the requesting Party and

BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.

6.2 A Bona Fide Request/New Business Request shall be submitted in writing by OptiLink and shall specifically identify the required 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. Such a request also shall include OptiLink's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business. The request shall be sent to OptiLink's Account Executive.

7. Liability and Indemnification

7.1 BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible OptiLink revenues.

7.2 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor OptiLink shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

7.3 Limitation of Liability.

7.3.1 Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

7.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third Party for (I) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

7.3.3 Neither BellSouth nor OptiLink shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

7.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

7.4 Indemnification for Certain Claims. BellSouth and OptiLink providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Agreement.

7.5 No liability for Certain Inaccurate Data. Neither BellSouth nor OptiLink assumes any liability for the accuracy of data provided by one Party to the other and each Party agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Agreement.

7.6 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. 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.

8. Intellectual Property Rights and Indemnification

8.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. OptiLink 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.

8.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership 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.

8.3 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 and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 7 of this Agreement.

8.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in 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, but subject to the limitations of liability set forth below:

8.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

8.4.2 obtain a license sufficient to allow such use to continue.

8.4.3 In the event 8.4.1 or 8.4.2 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.

8.5 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.

8.6 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.

9. Treatment of Proprietary and Confidential Information

9.1 Confidential Information. It may be necessary for BellSouth and OptiLink to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and OptiLink shall receive such Information and not disclose such Information. BellSouth and OptiLink shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and OptiLink with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and OptiLink will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

9.2 Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or OptiLink to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a Party other than BellSouth or OptiLink; (2) lawfully obtained from any source other than the owner of the

Information; or (3) previously known to the receiving Party without an obligation to keep it confidential.

10. 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 company of the Party without the consent of the other Party. 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 of delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

11. 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. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

12. Taxes

12.1 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.

12.2 Taxes and Fees Imposed Directly On Either Seller or Purchaser.

12.2.1 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.

12.2.2 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.

12.3 Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

12.3.1 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.

12.3.2 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.

12.3.3 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.

12.3.4 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.

12.3.5 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.

12.3.6 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.

12.3.7 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.

12.4 Taxes and Fees Imposed on Seller But Passed On To Purchaser.

12.4.1 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.

12.4.2 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.

12.4.3 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.

12.4.4 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.

12.4.5 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.

12.4.6 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.

12.4.7 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.

12.5 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.

13. Force Majeure

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.

14. Year 2000 Compliance

Each party warrants that it has implemented a program the goal of which is to ensure that all software, hardware and related materials (collectively

called “Systems”) delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

15. Modification of Agreement

15.1 BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to OptiLink any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

15.2 If OptiLink 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 OptiLink to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

15.3 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.

15.4 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).

15.5 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of OptiLink or BellSouth to perform any material terms of this Agreement, OptiLink 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 Section 11.

15.6 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 effective 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.

16. 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 specific performance of any and all of the provisions of this Agreement.

17. 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.

18. Arm's Length Negotiations

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

19. Notices

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

BellSouth Telecommunications, Inc.

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

and

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

OptiLink Communications, Inc.

PO Box 7501
Tifton, GA 31793

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

19.2 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.

19.3 BellSouth shall provide OptiLink 45-day advance notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale. To the extent that revisions occur between the time BellSouth notifies OptiLink of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth will immediately notify OptiLink of such revisions consistent with its internal notification process. OptiLink may not hold BellSouth responsible for any cost incurred as a result of such revisions, unless such costs are incurred as a result of BellSouth's intentional misconduct. OptiLink may not utilize any notice given under this subsection concerning a service to market resold offerings of that service in advance of BellSouth.

20. Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

21. 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.

22. 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.

23. Implementation of Agreement

If OptiLink 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 will 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, pre-sales testing and full operational time frames for the business and residential markets. An implementation template to be used for the implementation schedule is contained in Attachment 10 of this Agreement.

24. Filing of Agreement

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. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, said costs shall be borne by OptiLink.

25. Entire Agreement

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

This agreement may include attachments with provisions for the following services:

Unbundled Network Elements (UNEs)
Local Interconnection
Resale
Collocation

For facilities based providers, the following services are included as options for purchase by OptiLink. OptiLink shall elect said services

by written request to its Account Manager if applicable. For resellers, the following services are available upon request under separate agreements:

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

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

BellSouth Telecommunications, Inc.	**OptiLink Communications, Inc.**
Signature on File	Signature on File
_____ Signature	_____ Signature
Jerry Hendrix	Karen Goes
_____ Name	_____ Name
Sr. Director	President
_____ Title	_____ Title
8/10/99	7/23/99
_____ Date	_____ Date

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.

Centralized Message Distribution System is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Interface (EMI) formatted data among host companies.

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.

Daily Usage File is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from BellSouth to a CLEC.

Exchange Message Interface is the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.

Fiber-Meet is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Point Of Interface).

Information Service means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by BellCore's Credit Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company's (RBOC) territory and bills in another RBOC's territory.

Intermediary function is defined as the delivery of traffic from OptiLink; a CLEC other than OptiLink or another telecommunications carrier through the network of BellSouth or OptiLink to an end user of OptiLink; a CLEC other than OptiLink or another telecommunications carrier.

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

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling areas as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Local Traffic does not include traffic that originates from or terminates to an enhanced service provider or information service provider.

Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

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

Non-Intercompany Settlement System (NICS) is the BellCore system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

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

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

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

Service Control Points ("SCPs") are defined as databases that store information and have the ability to manipulate data required to offer particular services.

Signal Transfer Points ("STPs") are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 ("SS7") messages between switching elements, database elements and STPs. STPs provide access to various BellSouth and third party network elements such as local switching and databases.

Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between OptiLink designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

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, USC Section 1 et. seq.).

Attachment 1

Resale

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RESALE

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

1 Discount Rates

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

2 Definition of Terms

2.1 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.

2.2 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.

2.3 END USER means the ultimate user of the telecommunications services.

2.4 END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.

2.5 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.

2.6 OTHER/COMPETITIVE LOCAL EXCHANGE COMPANY (OLEC/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.

2.7 RESALE means an activity wherein a certificated CLEC, such as OptiLink subscribes to the telecommunications services of BellSouth and then reoffers those telecommunications services to the public (with or without "adding value").

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 OptiLink, may offer resold local exchange telecommunications service.

3 **General Provisions**

3.1 OptiLink 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**.**

BellSouth shall make available telecommunications services for resale at the 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**.**

3.2 OptiLink 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:

3.2.1 OptiLink must resell services to other end users.

3.2.2 OptiLink 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.

3.2.3 OptiLink cannot be an alternative local exchange telecommunications company for the single purpose of selling to themselves.

3.3 The provision of services by BellSouth to OptiLink does not constitute a joint undertaking for the furnishing of any service.

3.4 OptiLink 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 OptiLink for all services.

3.5 OptiLink 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.

3.6 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.

3.7 BellSouth maintains the right to serve directly any end user within the service area of OptiLink. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of OptiLink.

3.8 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

3.9 Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of BellSouth and are assigned to the service furnished. OptiLink has no

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.

3.10 For the purpose of the resale of BellSouth's telecommunications services by OptiLink, BellSouth will provide OptiLink 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. OptiLink 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 OptiLink cancel its reservations of numbers. OptiLink shall comply with such request.

Further, upon OptiLink's request, and for the purpose of the resale of BellSouth's telecommunications services by OptiLink, BellSouth will reserve up to 100 telephone numbers per CLLIC, for OptiLink's sole use. Such telephone number reservations shall be valid for ninety (90) days from the reservation date. OptiLink 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 OptiLink's reasonable need in that particular CLLIC.

3.11 BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to OptiLink.

3.12 Service is furnished subject to the condition that it will not be used for any unlawful purpose.

3.13 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

3.14 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.

3.15 BellSouth accepts no responsibility to any person for any unlawful act committed by OptiLink or its end users as part of providing service to OptiLink for purposes of resale or otherwise.

3.16 BellSouth will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with BellSouth's customers. Law enforcement agency subpoenas and court orders regarding end users of OptiLink will be directed to OptiLink. BellSouth will bill OptiLink for implementing any requests by law enforcement agencies regarding OptiLink end users.

3.17 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:

3.17.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;

3.17.2 Cause damage to BellSouth's plant;

3.17.3 Impair the privacy of any communications; or

3.17.4 Create hazards to any BellSouth employees or the public.

3.18 OptiLink assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by OptiLink.

3.19 Facilities and/or equipment utilized by BellSouth to provide service to OptiLink remain the property of BellSouth.

3.20 White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Services Tariff and will be available for resale.

3.21 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. OptiLink agrees 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 OptiLink 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.

3.22 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.

3.23 Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services**:**

- Station Message Desk Interface - Enhanced ("SMDI-E")
- Station Message Desk Interface ("SMDI") Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities
- Call Forward on Busy/Don't Answer ("CF-B/DA")
- 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 BellSouth's Inside Wire Maintenance Service Plan may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

3.25 All costs incurred by BellSouth for providing services requested by OptiLink that are not covered in the BellSouth tariffs shall be recovered from the Reseller(s) who utilize those services.

3.26 Recovery of charges associated with implementing Number Portability through a monthly charge 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 will not be discounted.

4 BellSouth's Provision of Services to OptiLink

4.1 OptiLink 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 To the extent OptiLink is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, OptiLink shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For the purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by OptiLink are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.

4.1.3 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.

4.1.4 OptiLink is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2 of BellSouth's Tariff except for backup service as indicated in the applicable state tariff Section A3.

4.1.5 If telephone service is established and it is subsequently determined that the class of service restriction has been violated, OptiLink will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection shall apply at BellSouth's sole discretion. Interest at a rate as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff for the applicable state, compounded daily for the number of days from the back billing date up to and including the date that OptiLink actually makes the payment to BellSouth may be assessed.

4.1.6 BellSouth reserves the right to periodically audit services purchased by OptiLink to establish authenticity of use. Such audit shall not occur more than once in a calendar year. OptiLink 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. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23 in the states of Florida, Georgia, North Carolina and

South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee of BellSouth's Tariff referring to Shared Tenant Service.

4.3 OptiLink 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 OptiLink 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 under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

5.3 OptiLink 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 OptiLink accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.

5.5 OptiLink will be BellSouth's single point of contact for all repair calls on behalf of OptiLink's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.

5.6 OptiLink will contact the appropriate repair centers in accordance with procedures established by BellSouth.

5.7 For all repair requests, OptiLink accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.

5.8 BellSouth will bill OptiLink 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 OptiLink's customers, 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, OptiLink will provide the appropriate Company service center the necessary documentation to enable BellSouth to establish a master account for OptiLink. 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 OptiLink that a current customer of BellSouth will subscribe to OptiLink'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 OptiLink's end user customer. OptiLink must, however, be able to demonstrate end user authorization upon request.

6.5 OptiLink 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 OptiLink to BellSouth or will accept a request from another CLEC for conversion of the end user's service from OptiLink to the other LEC. BellSouth will notify OptiLink that such a request has been processed.

6.6 If BellSouth determines that an unauthorized change in local service to OptiLink has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess OptiLink as the CLEC initiating the unauthorized change, the unauthorized change charge described in FCC 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 OptiLink. These charges can be adjusted if OptiLink 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 OptiLink 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 non-payment 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 OptiLink defaults on its account, service to OptiLink 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 OptiLink. OptiLink 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 OptiLink on a current basis all applicable charges and credits.

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

7.4 BellSouth will render bills each month on established bill days for each of OptiLink's accounts.

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

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 OptiLink requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to OptiLink.

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 OptiLink, the total amount billed to OptiLink will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. OptiLink will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to OptiLink'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.

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 OptiLink.

7.10 BellSouth will not perform billing and collection services for OptiLink 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 Pursuant to 47 CFR Section 51.617, BellSouth will bill OptiLink end user common line charges identical to the end user common line charges BellSouth bills its end users.

7.12 In general, BellSouth will not become involved in disputes between OptiLink and OptiLink's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, OptiLink 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 OptiLink to resolve the matter in as timely a manner as possible. OptiLink 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 OptiLink's end user on behalf of, and at the request of, OptiLink. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of OptiLink.

8.1.2 At the request of OptiLink, BellSouth will disconnect an OptiLink end user customer.

8.1.3 All requests by OptiLink for denial or disconnection of an end user for nonpayment must be in writing.

8.1.4 OptiLink 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 OptiLink 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 OptiLink and/or the end user against any claim, loss or damage arising from providing this information to OptiLink. It is the responsibility of OptiLink to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

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 a customer or a customer's CLEC at the same address served by the denied facility.

8.2 The procedures for discontinuing service to OptiLink 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 OptiLink 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 OptiLink, 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 OptiLink to receive notices of noncompliance, and discontinue the provision of existing services to OptiLink 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 OptiLink's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to OptiLink without further notice.

8.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, OptiLink's services will be discontinued. Upon discontinuance of service on an OptiLink account, service to OptiLink's end users will be denied. BellSouth will also reestablish service at the request of the end user or OptiLink upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. OptiLink 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.

EXHIBIT A

Page 1

APPLICABLE DISCOUNTS

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

	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%	
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 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.

EXHIBIT A
Page 2

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

The parties agree that Electronic Interface (EI) costs and manual work done by the LCSC will be recovered on a "per LSR' basis, with an individual LSR identified by its Purchase Order Number (PON). The CLEC will be assessed either the manual or mechanized charge for most accepted LSRs submitted to BellSouth. Manually submitted UNE LSRs will not incur the manual LSR charge in states that have a separate UNE manual additive. CLECs will be charged the manual rate for most LSRs submitted by mail, courier, fax, etc. CLECs will be charged the mechanized rate for LSRs submitted over any of the mechanized systems (e.g. LENS, EDI, EDI-PC, and TAG).

A. Bill a single mechanized CLEC EI charge for each resale LSR delivered over an electronic interface. This charge recovers the development and expense costs associated with the CLEC EIs that are allocated to resale LSR volumes, as well as the manual processing associated with mechanized requests that "fall out" in the LCSC for manual handling.
B. Bill the same mechanized CLEC EI charge for each UNE LSR delivered over an electronic interface.
C. Bill a single manual LSR charge for each resale LSR delivered manually that reflects the costs associated with the manual processing of those LSRs in the LCSC.
D. Bill the same manual LSR charge for each manually submitted UNE LSR in those states that do not have a per element UNE non-recurring manual additive.
E. Establish a transitional plan to bill the mechanized LSR charge for manual LSRs for CLECs who submit a significant proportion of their total LSR volume on a mechanized basis. This volume threshold will increase each year and be eliminated in 2002. This arrangement may be superceded by BellSouth with an LSR-specific process that would apply the mechanized LSR rate to only those manual LSRs which cannot be submitted over a mechanized system.

The regional average pricing plan establishes averaged prices that are the same regardless of:
- CLEC EI system used
- Action being requested on the LSR (order, change, deny, restore, cancel, disconnect, etc.)
- Number of supplements or clarifications received
- Number of service orders result from the LSR

Some CLECs presently provide lists of customers to be denied and restored, rather than individual LSRs. However, since each location on the list must have a separate PON, they will be billed as separate manual LSRs.
A CLEC will be charged for an accepted LSR that is later canceled by the CLEC.

At the present time, five states (AL, GA, LA, MS, SC) have a manual NRC additive per element for UNEs. This manual additive supercedes the manual LSR charge for manual UNE LSRs. Until the other four states adopt this methodology, BellSouth proposes that the manual LSR charge apply for manual UNE LSRs in those states.

EXHIBIT A
Page 3

RESALE

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	**Electronic** **Per LSR received from OptiLink by one of the OSS interactive interfaces**	**Manual** **Per LSR received from OptiLink by means other than one of the OSS interactive interfaces**
OSS Order Charge	**$3.50**	**$19.99**

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

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

Year	Ratio: Mechanized/Total LSRs
1999	70%
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 CLEC's 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 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

The Parties agree that any charges BellSouth is unable to bill on April 15, 1999 will be trued up on or about July 1, 1999.

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	Type of Service	AL		FL		GA		KY		LA	
		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
2	Contract Service Arrangements	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
4	Promotions - < 90 Days(Note 2)	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Note 4	Yes	Yes
6	911/E911 Services (See Note7)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7	N11 Services (See Note 7)	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8	AdWatch^{SM} Svc (See Note 6)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	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
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
13	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No

	Type of Service	MS		NC		SC		TN	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Note 8	Yes	Yes
3	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
4	Promotions - < 90 Days(Note 2)	Yes	No	Yes	No	Yes	No	No	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4
6	911/E911 Services (See Note7)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	N11 Services (See Note 7)	No	No	No	No	Yes	Yes	Yes	Yes
8	AdWatch^{SM} Svc (See Note 6)	Yes	No	Yes	No	Yes	No	Yes	No
9	MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
11	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
13	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No

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)

EXHIBIT B
Page 2 of 2

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. In Kentucky, OptiLink is responsible for funding its own Lifeline and Link Up benefit. In Tennessee, OptiLink shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. OptiLink must further discount the wholesale Message Rate Service to Lifeline customers with a discount which is no less than the minimum discount that BellSouth now provides. OptiLink is responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association interstate toll settlement pool just as BellSouth does today. The maximum rate that OptiLink may charge for Lifeline Service shall be capped at the flat retail rate offered by BellSouth.
5 Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
6 AdWatch℠ Service is tariffed as BellSouth® AIN Virtual Number Call Detail Service.
7 Exclusions for **N11/911/E911** are also applicable to equipment associated with the service.
8 In South Carolina, CSAs are available for resale at the CSA specific resale discount of 8.98%. The state specific resale discount rate applies to Special Assemblies.

Attachment 2

Unbundled Network Elements

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ACCESS TO UNBUNDLED NETWORK ELEMENTS

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

1. Introduction

1.1 BellSouth shall, upon request of OptiLink, and to the extent technically feasible, provide to OptiLink access to its unbundled network elements for the provision of OptiLink's telecommunications service. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.

1.2 OptiLink may purchase unbundled network elements from BellSouth for the purpose of combining such network elements in any manner OptiLink 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 unbundled network elements purchased by OptiLink for combining to the designated OptiLink collocation space. The unbundled network elements shall be provided as set forth in this Attachment.

1.3 BellSouth will provide the following combined unbundled network elements for purchase by OptiLink. The rate of the following combined unbundled network elements is the sum of the individual element prices as set forth in this Attachment. Order Coordination as defined in Section 2 of Attachment 2 of this Agreement is available for each of these combinations:

- SL2 loop and cross connect
- Port and cross connect
- Port and cross connect and common transport
- Port and vertical features
- SL2 Loop with loop concentration
- Port and common transport
- SL2 Loop and LNP

1.4 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

1.5 In the event that any final and nonappealable 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.

1.6 OptiLink will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.

2. Unbundled Loops

2.1.1 BellSouth agrees to offer access to unbundled loops pursuant to the following terms and conditions and at the rates set forth in this Attachment.

2.2 Definition

2.2.1 The loop is the physical medium or functional path on which a subscriber's traffic is carried from the Main Distribution Frame (MDF) or similar terminating device in a central office up to the termination at the NID at the customer's premise. Each unbundled loop will be provisioned with a NID.

2.2.2 The provisioning of service to a CLEC will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in collocation space. These cross-connects are a separate element and are not considered a part of the loop.

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

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

"Order Coordination – Time Specific" refers to service order coordination in which OptiLink requests a specific time for a service order conversion to

take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. OptiLink may specify a time between 9:00 a.m. and 4:00 p.m. Monday through Friday. If OptiLink 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.

Where facilities are available, BellSouth will install unbundled loops within a 5-7 business days interval. For orders of 14 or more unbundled loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some unbundled 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 OptiLink, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC # 1 Tariff, Section 5.1.1, will apply. If OptiLink cancels an order for UNE services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC #1 Tariff, Section 5.4."

If OptiLink modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be reimbursed by OptiLink.

2.2.3 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2). SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. SL2 loops shall have test points, will be designed with a Design Layout Record provided to OptiLink, and will be provided with Order Coordination. The OC feature will allow OptiLink 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.

2.2.4 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).

2.2.5 As a chargeable option on all unbundled loops except UVL-SL1, BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow OptiLink the ability to specify the time that the coordinated conversion takes place.

2.2.6 OptiLink will be responsible for testing and isolating troubles on the unbundled loops. Once OptiLink has isolated a trouble to the BellSouth provided loop, OptiLink will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.

2.2.7 If OptiLink reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge OptiLink for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.

2.2.8 If OptiLink reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge OptiLink for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.

2.3 Technical Requirements

2.3.1 To the extent available within BellSouth's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s). Additional services may include digital PBXs, primary rate ISDN, xDSL, and Nx 64 kb/s. If a requested loop type is not available, then OptiLink can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet OptiLink's request.

2.3.1.1 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.3.1 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by OptiLink will be consistent with industry standards and BellSouth's TR73600.

2.3.1.2 In some instances, OptiLink will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that OptiLink can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. OptiLink will determine the type of service that will be provided over the loop. In some cases, OptiLink may be required to pay additional charges for the removal of certain types of equipment. BellSouth's Special

Construction process will be used to determine the costs and feasibility of these activities.

In cases in which OptiLink has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this agreement.

OptiLink, in performance of its obligations pursuant to the preceding Section, shall maintain records that will reflect that pursuant to OptiLink's request BellSouth has removed certain equipment from BellSouth provided loops and as such the loop may not perform within the technical specifications associated with that loop type. OptiLink will not report to BellSouth troubles on said loops where the loops are not performing within the technical specifications of that loop type.

In addition, OptiLink recognizes there may be instances where a loop modified in this manner may be subjected to normal network configuration changes that may cause the circuit characteristics to be changed and may create an outage of the service that OptiLink has placed on the loop. If this occurs, BellSouth will work cooperatively with OptiLink to restore the circuit to its previous modified status as quickly as possible. OptiLink will pay the Time and Materials costs associated with BellSouth's work efforts needed to bring the loop back to its previous modified status.

2.3.2 The loop shall be provided to OptiLink in accordance with the following Technical References:

BellSouth's TR73600, Unbundled Local Loop Technical Specification

2.3.2.1 Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.

2.3.2.2 Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

2.3.2.3 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.

2.3.2.4 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.

3. <u>Integrated Digital Loop Carriers</u>

3.1.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local loop and BellSouth has a suitable alternate facility

available, BellSouth will make arrangements to permit OptiLink to order a contiguous unbundled local loop. To the extent it is technically feasible, these arrangements will provide OptiLink with the capability to serve end users at a level that is at parity with the level of service BellSouth provides its customers. If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. OptiLink will then have the option of paying the one-time SC rates to place the loop facilities or OptiLink may chose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.)

4. Network Interface Device

4.1 Definition

4.1.1 The Network Interface Device (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 end user customer's premises. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID features two independent chambers or divisions which separate the service provider's network from the customer's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the end-user customer each make their connections. The NID provides a protective ground connection, and is capable of terminating cables such as twisted pair cable.

4.2 Technical Requirements

4.2.1 The Network Interface Device shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and shall maintain a connection to ground that meets the requirements set forth below.

4.2.2 The NID shall be capable of transferring electrical analog or digital signals between the customer's inside wiring and the Distribution Media.

4.2.3 All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire will also be free of rust or corrosion and have continuity relative to ground.

4.2.4 The NID shall be capable of withstanding all normal local environmental variations.

4.2.5 Where feasible, the NID shall be physically accessible to OptiLink designated personnel. In cases where entrance to the customer premises

is required to give access to the NID, OptiLink shall obtain entrance permission directly from the customer.

4.2.6 BellSouth shall offer the NID as a stand-alone component. Additionally, OptiLink may connect its loop to any spare capacity on the BellSouth NID. Where necessary to comply with an effective Commission order, BellSouth will allow OptiLink to disconnect the BellSouth loop from the BellSouth NID in order to connect OptiLink's loop to the BellSouth NID. In these cases, OptiLink accepts all liability associated with this process and it is OptiLink's responsibility to make sure the disconnected BellSouth loop is properly grounded.

4.3 Interface Requirements

4.3.1 The NID shall be equal to or better than all of the requirements for NIDs set forth in the following technical references:

4.3.1.1 Bellcore Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";

4.3.1.2 Bellcore Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";

4.3.1.3 Bellcore Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";

4.3.1.4 Bellcore Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance"

5. Unbundled Loop Concentration (ULC) System

5.1.1 BellSouth will provide to OptiLink 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.

5.1.2 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 OptiLink at OptiLink'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 unbundled loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

6. Sub-loop Elements

6.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth shall offer access to its Unbundled Sub-Loop (USL), Unbundled Sub-Loop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements.

6.2 Unbundled Sub-Loop (USL)

6.2.1 Definition

6.2.1.1 Unbundled Sub-Loop provides connectivity between the NID component of the unbundled sub-loop and the terminal block on the customer-side of a Feeder Distribution Interface (FDI). This termination and cross-connect field may be in the form of an outside plant distribution closure or remote terminal. Riser Cable that extends from BellSouth's point-of-entry into a building (e.g., equipment closet, terminal room, etc.) to the NID on a particular floor or office space in a multi-tenant building is also classified as a USL. USLs will be provisioned as 2-wire or 4-wire circuits and will include a NID.

6.2.1.2 The Unbundled Sub-Loop will be copper twisted pair. If OptiLink requires a copper twisted pair USL in instances where the USL for services that BellSouth offers is other than a copper facility, BellSouth will provide that media if those facilities exist. If there are no copper facilities available, BellSouth will use its Special Construction process to determine if facilities can be provided to OptiLink.

6.2.2 Requirements for All Unbundled Sub-Loop

6.2.2.1 Unbundled Sub-Loops shall be capable of carrying all signaling messages or tones needed to provide telecommunications services.

USL shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. In these scenarios, OptiLink would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal or cross-box. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box. OptiLink's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

6.2.3 Interface Requirements

6.2.3.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:

6.2.3.2 Bellcore TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1,1994;

6.3 Unbundled Sub-Loop Concentration System (USLC)

6.3.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide OptiLink with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into OptiLink's collocation space. TR-008 and TR303 interface standards are available.

6.3.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of OptiLink's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of OptiLink'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.

6.3.3 In these scenarios OptiLink 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 OptiLink's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.

6.4 Unbundled Network Terminating Wire (UNTW)

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

6.5 Definition

UNTW is twisted copper wire that extends from BellSouth's point-of-entry into a multi-dwelling unit (MDU) complex or multi-tenant unit (MTU)

complex to the point of demarcation at the end-users location. The UNTW will not include a Network Interface Device (NID).

6.6 Requirements

6.6.1 BellSouth will retain the first pair of NTW going into each end-user premises. BellSouth will offer spare pairs that are available to an end-users premises to OptiLink. 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 OptiLink'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 OptiLink. If after BellSouth has relinquished the first pair to OptiLink and the end-user decides to change local service providers to BellSouth, OptiLink will relinquish the first pair back to BellSouth.

6.6.2 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, OptiLink agrees to surrender their spare pair(s) upon request by BellSouth.

6.6.3 If an end-user of OptiLink 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 OptiLink agrees to surrender the requisite number of its inactive spare pair(s) if no other spare pair is available and upon request by BellSouth.

6.6.4 If OptiLink has placed NTW at a location and an end-user desires to receive local exchange service from BellSouth and BellSouth needs access to OptiLink's NTW to provide local exchange service to the end-user, then OptiLink agrees to surrender the requisite number of its spare pair(s) upon request by BellSouth.

6.6.5 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 OptiLink.

6.7 Technical Requirements

6.7.1 In these scenarios, BellSouth will connect the requested UNTW pairs to a cross-connect panel designed for CLEC access to BellSouth's NTW. OptiLink will be required to place a cross-box, terminal, or other similar device and deliver a cable to this cross-connect panel. OptiLink will then

connect their cable to the cross-connect panel to access the requested UNTW pairs.

7. Local Switching

BellSouth agrees to offer access to local switching pursuant to the following terms and conditions and at the rates set forth in this Attachment.

7.1 Definition

7.1.1 Local Switching is the Network Element that provides the functionality required to connect the appropriate originating lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired terminating line or trunk. Such functionality shall include access to all of the features, functions, and capabilities that the underlying BellSouth switch that is providing such Local Switching function is then capable of providing, including but not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), CENTREX, Automatic Call Distributor (ACD), Carrier pre-subscription (e.g. long distance carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. It also provides access to transport, signaling (ISDN User Part (ISUP)) and Transaction Capabilities Application Part (TCAP), and platforms such as adjuncts, Public Safety Systems (911), operator services, Directory Assistance Services and Advanced Intelligent Network (AIN). Remote Switching Module functionality is included in the Local Switching function. The switching capabilities used will be based on the line side features they support. Local Switching 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. Where required to do so in order to comply with an effective Commission order, Local Switching, including the ability to route to OptiLink's transport facilities, dedicated facilities and systems, shall be unbundled from all other unbundled Network Elements, i.e., Operator Systems, Shared Transport, and Dedicated Transport. BellSouth and OptiLink shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing.

7.1.2 A featureless port is one that has a line port, switching functionality, 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 OptiLink. Any features that are not currently then capable but are

technically feasible through the switch can be requested through the BFR process.

7.1.3 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to OptiLink purchasing unbundled 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. OptiLink customers may use the same dialing arrangements as BellSouth customers, but obtain an OptiLink branded service.

7.2 Technical Requirements

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

7.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Bellcore's Local Switching Systems General Requirements (FR-NWT-000064).

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

7.2.1.3 Subject to Section 12, 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 OptiLink will be made pursuant to the Bona Fide Request Process of Attachment 9.

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

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

7.2.1.6 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.

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

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

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

7.2.1.10 Special Services provided by BellSouth will include the following:

7.2.1.10.1 Telephone Service Prioritization;

7.2.1.10.2 Related services for handicapped;

7.2.1.10.3 Soft dial tone where required by law; and

7.2.1.10.4 Any other service required by law.

7.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STP). These capabilities shall adhere to Bellcore specifications - TCAP (GR-1432-CORE), ISUP(GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).

7.2.1.12 BellSouth shall provide interfaces to adjuncts through Bellcore standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.

7.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to OptiLink, upon a reasonable request from OptiLink. OptiLink will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.

7.2.1.14 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:

7.2.1.14.1 Basic and primary rate ISDN;

7.2.1.14.2 Residential features;

7.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);

7.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and

7.2.1.14.5 Advanced intelligent network triggers supporting OptiLink and BellSouth service applications.

BellSouth shall offer to OptiLink 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:

7.2.1.14.5.1 Off-Hook Immediate

7.2.1.14.5.2 Off-Hook Delay

7.2.1.14.5.3 Termination Attempt

7.2.1.14.5.4 6/10 Public Office Dialing Plan

7.2.1.14.5.5 Feature Code Dialing

7.2.1.14.5.6 Customer Dialing Plan

7.2.1.14.6 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to OptiLink:

7.2.1.14.6.1 Private EAMF Trunk

7.2.1.14.6.2 Shared Interoffice Trunk (EAMF, SS7)

7.2.1.14.6.3 N11

7.2.1.14.6.4 Automatic Route Selection

7.2.1.15 Where capacity exists, BellSouth shall assign each OptiLink customer line the class of service designated by OptiLink (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from OptiLink customers to OptiLink directory assistance operators at OptiLink's option.

7.2.1.16 Where capacity exists, BellSouth shall assign each OptiLink customer line the class of services designated by OptiLink (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from OptiLink customers to OptiLink operators at OptiLink's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an OptiLink Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

7.2.1.17 Local Switching shall be offered in accordance with the requirements of the following technical references:

7.2.1.17.1 BellCore GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;

7.2.1.17.2 BellCore GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;

7.2.1.17.3 BellCore TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;

7.2.1.17.4 BellCore SR-NWT-002247, AIN Release 1 Update.

7.2.2 Interface Requirements

7.2.2.1 BellSouth shall provide the following interfaces to loops:

7.2.2.2 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (*e.g.*, for calling number, calling name and message waiting lamp);

7.2.2.3 Coin phone signaling;

7.2.2.4 Basic Rate Interface ISDN adhering to appropriate Bellcore Technical Requirements;

7.2.2.5 Two-wire analog interface to PBX;

7.2.2.5.1 Four-wire analog interface to PBX;

7.2.2.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);

7.2.2.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements;

7.2.2.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and

7.2.2.9 Loops adhering to Bellcore TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

7.2.2.10 BellSouth shall provide access to the following but not limited to:

7.2.2.11 SS7 Signaling Network or Multi-Frequency trunking if requested by OptiLink;

7.2.2.12 Interface to OptiLink operator services systems or Operator Services through appropriate trunk interconnections for the system; and

7.2.2.13 Interface to OptiLink directory assistance services through the OptiLink switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other OptiLink required access to interexchange carriers as requested through appropriate trunk interfaces.

8. Transport

BellSouth agrees to offer access to unbundled transport including Shared Transport, Dedicated Transport and Tandem Switching pursuant to following terms and conditions and at the rates set forth in this Attachment.

8.1 Definition of Shared Transport

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

8.2 Technical Requirements of Shared Transport

8.2.1 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.

8.2.2 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.

8.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.

8.2.4 At a minimum, Shared Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):

8.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;

8.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

8.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

8.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;

8.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;

8.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;

8.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;

8.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;

8.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;

8.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;

8.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;

8.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;

8.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

8.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

8.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

8.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

8.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);

8.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;

8.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;

8.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);

8.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;

8.2.4.22 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

8.2.4.23 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

8.2.4.24 Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;

8.2.4.25 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);

8.2.4.26 Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access;

8.2.4.27 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and lnterface Combinations, Issue 1 February 1991;

8.2.4.28 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

8.2.4.29 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

8.3 Dedicated Transport

8.3.1 Definition

8.3.1.1 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.

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

8.3.1.2.1 As capacity on a shared facility.

8.3.1.2.2 As a circuit (e.g., DS0, DS1 or DS3) dedicated to OptiLink.

8.3.1.3 When Dedicated Transport is provided as a system it shall include:

8.3.1.3.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;

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

8.3.2 Unbundled Local Channel

8.3.2.1 The Unbundled Local Channel is the dedicated transmission path between OptiLink's Point of Presence and the BellSouth Serving Wire Center.

8.3.2.2 BellSouth currently offers Unbundled Local Channels for switched traffic. Rates for these elements are listed in this Attachment. For those states that do not contain rates in this Attachment for DS1 and DS3 switched Local Channels, the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, currently projected for June of 1999, these interim rates will be subject to true-up, and the parties will amend the Agreement to reflect the new rates.

8.3.2.3 BellSouth currently offers Unbundled Local Channels for non-switched traffic at DS1, DS3, OC3, OC12, and OC48 levels at interim rates from the applicable State Access Tariff. When final rates are developed, currently projected for June of 1999, these interim rates will be subject to true-up, and the parties will amend the Agreement to reflect the new rates.

8.3.3 Technical Requirements

This Section sets forth technical requirements for all Dedicated Transport.

8.3.3.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (*e.g.*, DS0, DS1,DS3) shall be dedicated to OptiLink designated traffic.

8.3.3.2 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, DS1 and DS3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates. While SONET Ring facilities are not available in every application, they are typically available in the major metropolitan areas.

8.3.3.3 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.

8.3.3.4 Where applicable, for DS3 circuits, 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.

8.3.3.5 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

8.3.3.5.1 DS0 Equivalent;

8.3.3.5.2 DS1 (Extended SuperFrame - ESF, D4, and unframed applications shall be provided);

8.3.3.5.3 DS3 where applicable (C-bit Parity, M13, and unframed applications shall be provided);

8.3.3.5.4 SDH Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

8.3.3.6 When Dedicated Transport is provided as a system, BellSouth shall design the system according to our network infrastructure to allow for the termination points specified by OptiLink.

8.3.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the following technical references:

8.3.4.1 ANSI T1.231-1993 -American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring.

8.3.4.1.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

8.3.4.1.2 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

8.3.4.1.3 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

8.3.4.1.4 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

8.3.4.1.5 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

8.3.4.1.6 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

8.3.4.1.7 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

8.3.4.1.8 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);

8.3.4.1.9 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and lnterface Combinations, Issue 1 February 1991;

8.3.4.1.10 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

8.3.4.1.11 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987;

9. Tandem Switching

9.1 Definition

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

9.2 Technical Requirements

9.2.1 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:

9.4.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;

9.4.2.1.2 Tandem Switching will provide screening as jointly agreed to by OptiLink and BellSouth;

9.4.2.1.3 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;

9.4.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by OptiLink;

9.4.2.1.5 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));

9.4.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and

9.4.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

9.4.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.

9.4.2.3 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).

9.4.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

9.4.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by OptiLink. Tandem Switching will provide recording of all billable events as jointly agreed to by OptiLink and BellSouth.

9.4.2.6 Upon a reasonable request from OptiLink, 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 OptiLink.

9.4.2.7 BellSouth shall maintain OptiLink's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

9.4.2.8 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.

9.4.2.9 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 switching network shall be mutually agreed to by OptiLink and BellSouth.

9.4.2.10 Tandem Switching shall process originating toll-free traffic received from OptiLink local switch.

9.4.2.11 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.

9.4.3 Interface Requirements

9.4.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

9.4.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.

9.4.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

9.4.3.4 Tandem Switching shall interconnect with OptiLink's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At OptiLink's request, Tandem Switching shall record and keep records of traffic for billing.

9.4.3.5 Tandem Switching shall provide an alternate final routing pattern for OptiLink traffic overflowing from direct end office high usage trunk groups.

9.4.4 Tandem Switching shall meet or exceed (i.e., be more favorable to OptiLink) each of the requirements for Tandem Switching set forth in the following technical references:

9.4.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;

9.4.4.2 GR-905-CORE covering CCSNIS;

9.4.4.3 GR-1429-CORE for call management features; and
GR-2863-CORE and BellCore GR-2902-CORE covering CCS AIN interconnection

10. Operator Systems

BellSouth agrees to offer access to operator systems pursuant to the terms and conditions following and at the rates set forth in this Attachment.

10.1 Definition

Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, customer 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.

10.2 Operator Service

10.2.1 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 customer 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.

10.2.2 Requirements

10.2.2.1 When OptiLink requests BellSouth to provide Operator Services, the following requirements apply:

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

10.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

10.2.2.1.3 BellSouth shall complete calls that are billed to OptiLink customer's calling card that can be validated by BellSouth.

10.2.2.1.4 BellSouth shall complete person-to-person calls.

10.2.2.1.5 BellSouth shall complete collect calls.

10.2.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

10.2.2.1.7 BellSouth shall complete station-to-station calls.

10.2.2.1.8 BellSouth shall process emergency calls.

10.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

10.2.2.1.10 BellSouth shall process emergency call trace, as they do for their Customers prior to the Effective Date. Call must originate from a 911 provider.

10.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

10.2.2.2 BellSouth shall adhere to equal access requirements**,** providing OptiLink local customers the same IXC access as provided to BellSouth customers.

10.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to OptiLink that BellSouth provides for its own operator service.

10.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

10.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by OptiLink.

10.2.2.6 BellSouth shall provide a feed of customer call records in "EMI" format to OptiLink in accordance with CLECODUF standards specified in Attachment 7.

10.2.3 Interface Requirements

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of OptiLink, 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.

10.3 Directory Assistance Service

10.3.1 Definition

Directory Assistance Service provides local customer telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

10.3.2 Requirements

10.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by OptiLink's customer, 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 customers. If not available, OptiLink may request such requirement pursuant to the Bona Fide Request Process of Attachment 9.

10.3.2.2 Directory Assistance Service Updates

10.3.2.2.1 BellSouth shall update customer listings changes daily. These changes include:

10.3.2.2.1.1 New customer connections: BellSouth will provide service to OptiLink that is equal to the service it provides to itself and its customers;

10.3.2.2.1.2 Customer disconnections: BellSouth will provide service to OptiLink that is equal to the service it provides to itself and its customers; and

10.3.2.2.1.3 Customer address changes: BellSouth will provide service to OptiLink that is equal to the service it provides to itself and its customers;

10.3.2.3 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

10.4 Branding for Operator Call Processing and Directory Assistance

10.4.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to OptiLink 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 OptiLink to have its calls custom branded with OptiLink 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.

10.4.2 BellSouth offers four service levels of branding to OptiLink when ordering Directory Assistance and/or Operator Call Processing.

10.4.2.1 Service Level 1 - BellSouth Branding

10.4.2.2 Service Level 2 - Unbranded

10.4.2.3 Service Level 3 - Custom Branding

10.4.2.4 Service Level 4 - Self Branding (applicable only to OptiLink for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).

10.4.3 <u>For Resellers and Use with an Unbundled Port</u>

10.4.3.1 BellSouth Branding is the Default Service Level.

10.4.3.2 Unbranding, Custom Branding, and Self Branding require OptiLink to order selective routing for each originating BellSouth end office identified by OptiLink. Rates for Selective Routing are set forth in this Attachment.

10.4.3.3 Customer Branding and Self Branding require OptiLink to order dedicated trunking from each BellSouth end office identified by OptiLink, to either the BellSouth Traffic Operator Position System (TOPS) or OptiLink Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.

10.4.3.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by OptiLink to the BellSouth TOPS. These calls are routed to “No Announcement.”

10.4.4 For Facilities Based Carriers

10.4.4.1 All Service Levels require OptiLink 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.

10.4.4.2 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 OptiLink requires service

Directory Assistance customized branding uses:

- the recording of the name;

- the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

Operator Call Processing customized branding uses:

- the recording of the name;
- the front-end loading of the DRAM in the TOPS Switch;
- the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);
- the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

10.4.4.3 BellSouth will provide to OptiLink purchasing unbundled local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. OptiLink customers may use the same dialing arrangements as BellSouth customers, but obtain an OptiLink 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 OptiLink 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)). OptiLink 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, OptiLink agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, OptiLink authorizes the inclusion of OptiLink Subscriber listings in the BellSouth Directory Assistance products.

10.5.2 BellSouth shall provide OptiLink initially with daily updates which reflect all listing change activity occurring since OptiLink’s most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by OptiLink and BellSouth. OptiLink agrees to assume the costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.

10.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC’s most recent

update. BellSouth shall provide updates to OptiLink on a Business, Residence, or combined Business and Residence basis. OptiLink agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after OptiLink receives the Base File.

10.5.4 BellSouth is authorized to include OptiLink Subscriber List Information in its Directory Assistance Database Service (DADS) and its Directory Publishers Database Service (DPDS). Any other use by BellSouth of OptiLink Subscriber List Information is not authorized and with the exception of a request for DADS or DPDS, BellSouth shall refer any request for such information to OptiLink.

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 OptiLink'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 OptiLink to utilize its own switch, operator workstations and optional audio subsystems.

10.6.2 BellSouth will provide DADAS from its DA location. OptiLink will access the DADAS system via a telephone company provided point of availability. OptiLink 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 OptiLink subsystem will be provided by BellSouth. Interconnection between OptiLink system and a specified BellSouth location will be pursuant to the use of OptiLink owned or OptiLink leased facilities and shall be appropriately sized based upon the volume of queries being generated by OptiLink.

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.

11. Signaling

BellSouth agrees to offer access to unbundled 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.

11.1 Definition of Signaling Link Transport

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.

11.2 Technical Requirements

11.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

11.2.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:

11.2.2.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and

11.2.2.2 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 OptiLinks (CLECs)).

11.2.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:

11.2.3.1 An A-link layer shall consist of two links.

11.2.3.2 A B-link layer shall consist of four links.

11.2.4 A signaling link layer shall satisfy a performance objective such that:

11.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and

11.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.

11.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

11.2.5.1 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

11.2.5.2 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).

11.3 Interface Requirements

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

12. Signaling Transfer Points (STPs)

12.1 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

12.2 Technical Requirements

12.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

12.2.1.1 BellSouth Local Switching or Tandem Switching;

12.2.1.2 BellSouth Service Control Points/DataBases;

12.2.1.3 Third-party local or tandem switching;

12.2.1.4 Third-party-provided STPs.

12.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages

which neither originate nor terminate at a signaling end point directly connected to BellSouth SS7 network (*i.e.,* transient messages). When 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.

12.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an OptiLink local switch and third party local switch, 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 OptiLink 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.

12.2.4 STPs shall provide all functions of the MTP as defined in Bellcore ANSI Interconnection Requirements. This includes:

12.2.4.1 Signaling Data Link functions, as defined in Bellcore ANSI Interconnection Requirements,

12.2.4.2 Signaling Link functions, as defined in Bellcore ANSI Interconnection Requirements, and

12.2.4.3 Signaling Network Management functions, as defined in Bellcore ANSI Interconnection Requirements.

12.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in 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 an OptiLink 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 an OptiLink database, then OptiLink agrees to provide BellSouth with the Destination Point Code for the OptiLink database.

12.2.6 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:

12.2.6.1 MTP Routing Verification Test (MRVT) and

12.2.6.2 SCCP Routing Verification Test (SRVT).

12.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an OptiLink 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 OptiLink and BellSouth.

12.2.8 STPs shall be on parity with BellSouth.

12.2.9 SS7 Advanced Intelligent Network (AIN) Access

12.2.9.1 When technically feasible and upon request by OptiLink, SS7 Access shall be made available in association with unbundled 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 OptiLink SS7 network to exchange TCAP queries and responses with an OptiLink SCP.

12.2.9.2 SS7 AIN Access shall provide OptiLink SCP access to BellSouth local switch in association with unbundled switching via interconnection of BellSouth SS7 and OptiLink 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 OptiLink SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

12.3 Interface Requirements

12.3.1 BellSouth shall provide the following STPs options to connect OptiLink or OptiLink-designated local switching systems or STPs to BellSouth SS7 network:

12.3.1.1 An A-link interface from OptiLink local switching systems; and,

12.3.1.2 A B-link interface from OptiLink local STPs.

12.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.

12.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting OptiLink local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and OptiLink will work jointly to establish mutually acceptable SPOIs.

12.3.4 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 OptiLink will work jointly to establish mutually acceptable SPOIs.

12.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:

12.3.5.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

12.3.5.2 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

12.3.6 Message Screening

12.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from OptiLink local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the OptiLink switching system has a legitimate signaling relation.

12.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from OptiLink local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the OptiLink switching system has a legitimate signaling relation.

12.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from OptiLink from any signaling point or network interconnected through BellSouth's SS7 network where the OptiLink SCP has a legitimate signaling relation.

12.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:

12.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

12.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

12.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

12.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

12.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

12.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

12.4.7 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and

12.4.8 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

13. Service Control Points/DataBases

13.1 Definition

13.1.1 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.

13.1.2 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.

13.2 Technical Requirements for SCPs/Databases

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 OptiLink in accordance with the following requirements.

13.2.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

13.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

13.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

13.2.4 Database Availability

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.

13.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for OptiLink customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

13.3 Local Number Portability Database

13.3.1 Definition

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.

13.4 Line Information Database (LIDB)

BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

13.4.1 Definition

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer 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 CCS network and other CCS networks. LIDB also interfaces to administrative systems.

13.4.2 Technical Requirements

BellSouth will offer to OptiLink any additional capabilities that are developed for LIDB during the life of this Agreement.

13.4.2.1 BellSouth shall process OptiLink's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to OptiLink what additional functions (if any) are performed by LIDB in the BellSouth network.

13.4.2.2 Within two (2) weeks after a request by OptiLink, BellSouth shall provide OptiLink with a list of the customer data items which OptiLink 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.

13.4.2.3 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.

13.4.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

13.4.2.5 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.

13.4.2.6 All additions, updates and deletions of OptiLink data to the LIDB shall be solely at the direction of OptiLink. Such direction from OptiLink will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

13.4.2.7 BellSouth shall provide priority updates to LIDB for OptiLink data upon OptiLink'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.

13.4.2.8 BellSouth shall provide LIDB systems such that no more than 0.01% of OptiLink customer records will be missing from LIDB, as measured by OptiLink audits. BellSouth will audit OptiLink records in LIDB against DBAS to identify record mismatches and provide this data to a designated OptiLink contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to OptiLink within one business day of audit. Once reconciled records are received back from OptiLink, 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 OptiLink to negotiate a time frame for the updates, not to exceed three business days.

13.4.2.9 BellSouth shall perform backup and recovery of all of OptiLink'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.

13.4.2.10 BellSouth shall provide OptiLink with LIDB reports of data which are missing or contain errors, as well as any misroute errors, within a reasonable time period as negotiated between OptiLink and BellSouth.

13.4.2.11 BellSouth shall prevent any access to or use of OptiLink 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 OptiLink in writing.

13.4.2.12 BellSouth shall provide OptiLink 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 OptiLink at least at parity with BellSouth Customer Data. BellSouth shall obtain from OptiLink the screening information associated with LIDB Data Screening of OptiLink 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 OptiLink under the Bona Fide Request process of Attachment 9.

13.4.2.13 BellSouth shall accept queries to LIDB associated with OptiLink customer records, and shall return responses in accordance with industry standards.

13.4.2.14 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.

13.4.2.15 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

13.4.3 Interface Requirements

BellSouth shall offer LIDB in accordance with the requirements of this subsection.

13.4.3.1 The interface to LIDB shall be in accordance with the technical references contained within.

13.4.3.2 The CCS interface to LIDB shall be the standard interface described herein.

13.4.3.3 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.

13.5 Toll Free Number Database

The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Number Database in accordance with the following:

13.5.1 Technical Requirements

13.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for OptiLink to query with a toll-free number and originating information.

13.5.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

13.5.1.3 The SCP shall also provide, at OptiLink's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Bellcore, April 1994)) as are available to BellSouth. These may include but are not limited to:

13.5.1.3.1 Network Management;

13.5.1.3.2 Customer Sample Collection; and

13.5.1.3.3 Service Maintenance

13.6 Automatic Location Identification/Data Management System (ALI/DMS)

The ALI/DMS Database contains customer information (including name, address, telephone information, and sometimes special information from the local service provider or customer) 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:

13.6.1 Technical Requirements

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

13.6.1.2 The ALI/DMS database shall contain the following customer information:

13.6.1.2.1 Name;

13.6.1.2.2 Address;

13.6.1.2.3 Telephone number; and

13.6.1.2.4 Other information as appropriate (e.g., whether a customer is blind or deaf or has another disability).

13.6.1.3 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 OptiLink requests otherwise and shall be updated if OptiLink requests, provided OptiLink supplies BellSouth with the updates.

13.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local customer 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.

13.6.1.5 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.

13.6.2 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for OptiLink customers shall meet industry standards.

13.7 Directory Assistance Database

BellSouth shall make its directory assistance database available to OptiLink in order to allow OptiLink to provide its customers with the same directory assistance telecommunications services BellSouth provides to BellSouth customers. BellSouth shall provide OptiLink with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by OptiLink and BellSouth of customer address and number changes. Directory Assistance Services must provide both the ported and OptiLink telephone numbers to the extent available in BellSouth's database assigned to a customer. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

13.8 Calling Name (CNAM) Database Service. The agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this

Attachment. OptiLink must provide to its account manager a written request with a requested activation date to activate this service. If OptiLink is interested in requesting CNAM with volume and term pricing, OptiLink must contact its account manager to request a separate CNAM volume and term agreement.

13.9 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:

13.9.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 199);

13.9.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994);

13.9.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);

13.9.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);

13.9.5 BellCore GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995);

13.9.6 BellCore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995); and

13.9.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Bellcore, April 1994).

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

13.10.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide OptiLink the capability that will allow OptiLink 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.

13.10.2 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 OptiLink. Scheduling procedures shall provide OptiLink equivalent priority to these resources

13.10.3 BellSouth SCP shall partition and protect OptiLink service logic and data from unauthorized access, execution or other types of compromise.

13.10.4 When OptiLink selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable OptiLink 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.

13.10.5 When OptiLink selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. OptiLink access will be provided via remote data connection (e.g., dial-in, ISDN).

13.10.6 When OptiLink selects SCE/SMS AIN Access, BellSouth shall allow OptiLink to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (*e.g.*, service customization and customer subscription).

14. DARK FIBER

BellSouth agrees to offer access to Dark Fiber where the state commissions have required such access pursuant to the terms and conditions following and at the rates set forth in this Attachment. The parties agree that Dark Fiber will be used in the provisioning of local service.

14.1.1 Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

14.2 Requirements

14.2.1 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. BellSouth shall offer all Dark Fiber to OptiLink pursuant to the prices set forth in this Attachment.

14.2.2 OptiLink may test the quality of the Dark Fiber to confirm its usability and performance specifications.

14.2.3 BellSouth shall use its best efforts to provide to OptiLink 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 OptiLink ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").

14.2.4 BellSouth shall use its best efforts to make Dark Fiber available to OptiLink within thirty (30) business days after it receives written confirmation from OptiLink that the Dark Fiber previously deemed available by BellSouth is wanted for use by OptiLink. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable OptiLink to connect or splice OptiLink provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

15. SS7 Network Interconnection

15.1.1 Definition

SS7 Network Interconnection is the interconnection of OptiLink local Signaling Transfer Point Switches (STP) and OptiLink 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), OptiLink local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

15.1.2 Technical Requirements

15.1.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

15.1.2.1.1 BellSouth local or tandem switching systems;

15.1.2.1.2 BellSouth DBs; and

15.1.2.1.3 Other third-party local or tandem switching systems.

15.1.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and OptiLink or other third-party switching systems with A-link access to the BellSouth SS7 network.

If traffic is routed based on dialed or translated digits between an OptiLink 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 OptiLink local STPs and BellSouth or other third-party local switch.

15.1.2.3 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).

15.1.2.4 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

15.1.2.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

15.1.2.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and

15.1.2.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

15.1.2.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an OptiLink local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of OptiLink local STPs, and shall not include SCCP Subsystem Management of the destination.

15.1.2.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.

15.1.2.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.

15.1.2.8 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.

15.1.2.9 SS7 Network Interconnection shall be equal to or better than the following performance requirements:

15.1.2.9.1 MTP Performance, as specified in ANSI T1.111.6;

15.1.2.9.2 SCCP Performance, as specified in ANSI T1.112.5; and

15.1.2.9.3 ISDNUP Performance, as specified in ANSI T1.113.5.

15.1.3 Interface Requirements

15.1.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect OptiLink or OptiLink-designated local or tandem switching systems or STPs to the BellSouth SS7 network:

15.1.3.1.1 A-link interface from OptiLink local or tandem switching systems; and

15.1.3.1.2 B-link interface from OptiLink STPs.

15.1.3.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting OptiLink local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and OptiLink will work jointly to establish mutually acceptable SPOI.

15.1.3.3 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 OptiLink will work jointly to establish mutually acceptable SPOI.

15.1.3.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:

15.1.3.4.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

15.1.3.4.2 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

15.1.3.4.3 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and

15.1.3.4.4 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

15.1.3.5 BellSouth shall set message screening parameters to block accept messages from OptiLink local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the OptiLink switching system has a legitimate signaling relation.

15.1.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:

15.1.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

15.1.4.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

15.1.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

15.1.4.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

15.1.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;

15.1.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);

15.1.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

15.1.4.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

15.1.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

15.1.4.10 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

15.1.4.11 Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;

15.1.4.12 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

15.1.4.13 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,

15.1.4.14 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

16. Basic 911 and E911

If OptiLink orders unbundled network elements, then OptiLink is also responsible for providing E911 to its end users for which voice service is provided*)*. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

16.1 Definition

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).

16.2 Requirements

16.2.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to OptiLink 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. OptiLink will be required, where providing voice service 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. OptiLink will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, OptiLink will be required to discontinue the Basic 911 procedures and being using E911 procedures.

16.2.2 E911 Service Provisioning. For E911 service, OptiLink will be required, where providing voice service, to install a minimum of two dedicated trunks originating from the OptiLink serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. OptiLink will be required to provide BellSouth daily updates to the E911 database. OptiLink 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, OptiLink 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. OptiLink 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.

16.2.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on OptiLink beyond applicable charges for BellSouth trunking arrangements.

16.2.4 Basic 911 and E911 functions provided to OptiLink shall be at least at parity with the support and services that BellSouth provides to its customers for such similar functionality.

Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 OptiLink 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 OptiLink to follow in providing 911/E911 services.

17. Rates

17.1. General Principles

All services and network elements currently provided hereunder and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the applicable state commissions.

17.2. Unbundled Network Elements

The prices that OptiLink shall pay to BellSouth for Unbundled Network Elements are set forth in Exhibit C to this Attachment.

17.3. Operational Support Systems (OSS)

The parties agree that Electronic Interface (EI) costs and manual work done by the LCSC will be recovered on a "per LSR' basis, with an individual LSR identified by its Purchase Order Number (PON). The CLEC will be assessed either the manual or mechanized charge for most accepted LSRs submitted to BellSouth. Manually submitted UNE LSRs will not incur the manual LSR charge in states that have a separate UNE manual additive. CLECs will be charged the manual rate for most LSRs submitted by mail, courier, fax, etc. CLECs will be charged the mechanized rate for LSRs submitted over any of the mechanized systems (e.g. LENS, EDI, EDI-PC, and TAG).

A. Bill a single mechanized CLEC EI charge for each resale LSR delivered over an electronic interface. This charge recovers the development and expense costs associated with the CLEC EIs that are allocated to resale LSR volumes, as well as the manual processing associated with mechanized requests that "fall out" in the LCSC for manual handling.
B. Bill the same mechanized CLEC EI charge for each UNE LSR delivered over an electronic interface.
C. Bill a single manual LSR charge for each resale LSR delivered manually that reflects the costs associated with the manual processing of those LSRs in the LCSC.
D. Bill the same manual LSR charge for each manually submitted UNE LSR in those states that do not have a per element UNE non-recurring manual additive.
E. Establish a transitional plan to bill the mechanized LSR charge for manual LSRs for CLECs who submit a significant proportion of their total LSR volume on a mechanized basis. This volume threshold will increase each year and be eliminated in 2002. This arrangement may be superceded by BellSouth with an LSR-specific process that would apply the mechanized LSR rate to only those manual LSRs which cannot be submitted over a mechanized system.

The regional average pricing plan establishes averaged prices that are the same regardless of:

- CLEC EI system used
- Action being requested on the LSR (order, change, deny, restore, cancel, disconnect, etc.)

- Number of supplements or clarifications received
- Number of service orders result from the LSR

Some CLECs presently provide lists of customers to be denied and restored, rather than individual LSRs. However, since each location on the list must have a separate PON, they will be billed as separate manual LSRs.
A CLEC will be charged for an accepted LSR that is later canceled by the CLEC.

At the present time, five states (AL, GA, LA, MS, SC) have a manual NRC additive per element for UNEs. This manual additive supercedes the manual LSR charge for manual UNE LSRs. Until the other four states adopt this methodology, BellSouth proposes that the manual LSR charge apply for manual UNE LSRs in those states.

UNEs

OPERATIONAL SUPPORT SYSTEMS	**AL, GA, LA, MS, SC**	**FL, KY, NC, TN**
OSS Order charge, per LSR received from OptiLink by one of the OSS interactive interfaces	$3.50	$3.50
Incremental charge per LSR received from OptiLink by means other than one of the OSS interactive interfaces	See applicable rate element	$19.99

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

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

Year	Ratio: Mechanized/Total LSRs
1999	70%
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 CLEC's 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 1Q, Aug 1 for 2Q, etc.).

There will be no adjustments to the amount billed for previously billed LSRs.

The Parties agree that any charges BellSouth is unable to bill on April 15, 1999 will be trued up on or about July 1, 1999.

17.4 **True-up**

This section applies only to North Carolina and Tennessee.

The interim prices for Unbundled Network Elements, Local Interconnection and Ancillary Services referenced above shall be subject to true-up according to the following procedures:

1. The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.

2. 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.

3. 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 CLEC is 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 unbundled element 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 the OptiLink and pursuant to which BellSouth, its LIDB customers and OptiLink shall have access to such information. OptiLink 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 OptiLink, 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 OptiLink of fraud alerts so that OptiLink may take action it deems appropriate. OptiLink understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by OptiLink pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to OptiLink 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.

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

(a) OptiLink agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. OptiLink authorizes BellSouth to place such charges on OptiLink's bill from BellSouth and agrees that it shall pay all such charges. Charges for which OptiLink 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) OptiLink shall have the responsibility to render a billing statement to its end users for these charges, but OptiLink's obligation to pay BellSouth for the charges billed shall be independent of whether OptiLink is able or not to collect from OptiLink's end users.

(d) BellSouth shall not become involved in any disputes between OptiLink and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to OptiLink. It shall be the responsibility of OptiLink and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of _____, 1999, 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. OptiLink will not be charged a fee for storage services provided by BellSouth to OptiLink, 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 OptiLink. OptiLink shall have the right to have BellSouth contest with the imposing jurisdiction, at OptiLink's expense, any such taxes that OptiLink 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. OptiLink 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 OptiLink 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 OptiLink 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
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This is a Resale Addendum to the Line Information Data Base Storage Agreement dated _____, 1999, between BellSouth Telecommunications, Inc. ("BellSouth"), and OptiLink Communications, Inc. ("OptiLink"), effective the _____ day of _____, 1999.

I. GENERAL

This Addendum sets forth the terms and conditions for OptiLink'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 OptiLink, 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 OptiLink.

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 OptiLink.

III. RESPONSIBILITIES OF PARTIES

A. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. OptiLink 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 OptiLink. BellSouth will not issue line-based calling cards in the name of OptiLink's individual end users. In the event that OptiLink wants to include calling card numbers assigned by OptiLink 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 OptiLink has identified the billing number as one which should not be billed for collect or third number calls, or both.

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 _____, 1999, between BellSouth Telecommunications, Inc. ("BellSouth"), and OptiLink Communications, Inc.("OptiLink"), effective the _____ day of _____, 1999.

I. GENERAL

This Addendum sets forth the terms and conditions for OptiLink'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 OptiLink, 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 OptiLink 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 OptiLink.

C. Special billing number - a ten digit number that identifies a billing account established by OptiLink.

D. Calling Card number - a billing number plus PIN number.

E. PIN number - a four digit security code assigned by OptiLink 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 OptiLink.

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 OptiLink.

III. RESPONSIBILITIES OF PARTIES

A. OptiLink 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 OptiLink. Under normal operating conditions, BellSouth shall include OptiLink'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 OptiLink'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 OptiLink 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 OptiLink, and where the last four digits (PIN) are a security code assigned by OptiLink.

2. Determine whether OptiLink or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E. OptiLink will provide its own billing number information to BellSouth for storage and to be used for Billed Number Screening and Calling Card Validation. OptiLink will arrange and pay for transport of updates to BellSouth.

IV. **COMPLIANCE**

Unless expressly authorized in writing by OptiLink, 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

1.00 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 OptiLink 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.

2.0 ATTACHMENT

2.01 This Attachment contains the terms and conditions where BellSouth will provide to OptiLink access to the BellSouth CNAM SCP for query or record storage purposes.

2.02 OptiLink 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 OptiLink's access to BellSouth's CNAM Database Services and shall be addressed to OptiLink's Account Manager. The notice shall be substantially in the form of Exhibit A attached hereto and incorporated herein by this reference.

3.00 PHYSICAL CONNECTION AND COMPENSATION

3.01 BellSouth's provision of CNAM Database Services to OptiLink requires interconnection from OptiLink 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 Attachment 11.

3.02 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, OptiLink shall provide its own CNAM SSP. OptiLink's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

3.03 If OptiLink 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 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 OptiLink desires to query.

4.00 CNAM RECORD INITIAL LOAD AND UPDATES

4.01 The mechanism to be used by OptiLink for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by OptiLink in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of OptiLink to provide accurate information to BellSouth on a current basis.

4.02 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.

4.03 OptiLink CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each party consistent with state and/or federal regulation.

BELLSOUTH RATES
UNBUNDLED NETWORK ELEMENTS

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

		RATES BY STATE								
DESCRIPTION	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
NIDs										
NID (all types), per month	UNDAX	NA	$1.08	NA	$1.80	NA	NA	$0.52	NA	$0.56
Installation of 2-Wire/4Wire CLEC NID	UNDAX									
NRC - 1st	UNDAX	NA	$70.32	NA	NA	NA	NA	NA	NA	NA
NRC - Add'l	UNDAX	NA	$54.35	NA	NA	NA	NA	NA	NA	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	UNDC2	NA	$6.15	NA	NA	NA	NA	NA	NA	NA
NID per 2-Wire Analog VG Loop, Per Month	UNDAX	$1.18	NA	$1.10	NA	$1.09	$1.22	NA	$1.13	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.36	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.36	NA
NRC - Disconnect Charge - 1st	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NID per 4-Wire Analog VG Loop, Per Month	UNDAX	$1.30	NA	$1.21	NA	$1.22	$1.34	NA	$1.25	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.35	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.35	NA
NRC - Disconnect Charge - 1st	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	UNDAX	$1.18	NA	$1.10	NA	$1.08	$1.22	NA	$1.13	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.36	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.36	NA
NRC - Disconnect Charge - 1st	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	UNDAX	$1.18	NA	$1.10	NA	$1.09	$1.22	NA	$1.13	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.36	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.36	NA
NRC - Disconnect Charge - 1st	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	UNDAX	$1.18	NA	$1.10	NA	$1.09	$1.22	NA	$1.13	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.36	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.36	NA
NRC - Disconnect Charge - 1st	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	UNDAX	$1.30	NA	$1.21	NA	$1.21	$1.34	NA	$1.25	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.35	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.35	NA
NRC - Disconnect Charge - 1st	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NID per 4-Wire 56 Kbps Dig Grade Loop	UNDAX	$1.30	NA	$1.21	NA	$1.21	$1.34	NA	$1.25	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.35	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.35	NA
NRC - Disconnect Charge - 1st	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA

BELLSOUTH RATES
UNBUNDLED NETWORK ELEMENTS

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

		RATES BY STATE								
DESCRIPTION	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NID per 4-Wire 64 Kbps Dig Grade Loop	UNDAX	$1.30	NA	$1.21	NA	$1.21	$1.34	NA	$1.25	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.35	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.35	NA
NRC - Disconnect Charge - 1st	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.06	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)		$5.00	NA	NA	NA	NA	$5.00	NA	NA	NA
LOOP, EXCLUDING NID										
2-Wire Analog VG Loop (Standard), per month	TBD	NA	NA	NA	$18.20	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$86.08	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$58.57	NA	NA	NA	NA	NA
2-Wire Analog VG Loop (Customized), per month	TBD	NA	NA	NA	$21.41	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$236.75	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$177.10	NA	NA	NA	NA	NA
4-Wire Analog VG Loop (Standard), per month	TBD	NA	NA	NA	$26.38	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$457.14	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$348.83	NA	NA	NA	NA	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	TBD	NA	NA	NA	$29.65	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$541.28	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$431.61	NA	NA	NA	NA	NA
2-Wire ADSL Loop (Standard), per month	TBD	NA	NA	NA	$10.63	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$713.50	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$609.44	NA	NA	NA	NA	NA
2-Wire HDSL Loop (Standard), per month	TBD	NA	NA	NA	$7.40	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$713.50	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$609.44	NA	NA	NA	NA	NA
4-Wire HDSL Loop (Standard), per month	TBD	NA	NA	NA	$9.70	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$748.93	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$646.17	NA	NA	NA	NA	NA
LOOP, INCLUDING NID										
2-Wire Analog VG Loop, per month	UEAL2	NA	$17.00	NA	NA	NA	NA	$16.71	NA	$18.00
NRC - 1st	UEAL2	NA	$140.00	NA	NA	NA	NA	$86.50	NA	BST GSST A4.3.1.
NRC - Add'l	UEAL2	NA	$42.00	NA	NA	NA	NA	$27.80	NA	BST GSST A4.3.1.
NRC - Incremental Charge - Order Coordination - Time Specific	OCOSL	$45.99	$55.00	$34.22	$55.00	$32.77	$45.27	$55.00	$45.43	$55.00
2-Wire Analog VG Loop-SL1, per month	UEAL2	$19.04	NA	$16.51	NA	$19.35	$21.26	NA	$22.49	NA
NRC - 1st	UEAL2	$59.03	NA	$42.54	NA	$40.69	$59.25	NA	$70.44	NA
NRC - Add'l	UEAL2	$43.14	NA	$31.33	NA	$29.96	$43.67	NA	$44.05	NA
NRC - Disconnect Charge - 1st	UEAL2	$15.21	NA	$18.94	NA	$18.14	$16.06	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAL2	$3.22	NA	$8.42	NA	$8.06	$16.35	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	NA	NA	$11.41	$25.52	NA	$44.22	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	NA	NA	$11.48	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$3.36	$4.60	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific	OCOSL	$45.99	$55.00	$34.22	$55.00	$32.77	$45.27	NA	$45.43	$55.00
NRC - Loop Make-Up	UEANM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2-Wire Analog VG Loop-SL1-Manual Order Coord										
NRC - 1st	UEAMC	$51.29	NA	NA	NA	NA	$50.29	NA	$62.10	NA
NRC - Add'l	UEAMC	$51.29	NA	NA	NA	NA	$50.29	NA	$62.10	NA
NRC - Disconnect Charge - 1st	UEAMC	$12.89	NA	NA	NA	NA	$12.64	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAMC	$12.89	NA	NA	NA	NA	$12.64	NA	NA	NA
2-Wire Analog VG Loop-SL2, per month	UEAL2	$22.43	NA	$19.57	NA	$22.84	$25.05	NA	$26.25	NA
NRC - 1st	UEAL2	$145.46	NA	$104.17	NA	$99.69	$144.01	NA	$178.12	NA
NRC - Add'l	UEAL2	$108.40	NA	$78.10	NA	$74.73	$107.70	NA	$128.80	NA

BELLSOUTH RATES
UNBUNDLED NETWORK ELEMENTS

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DESCRIPTION	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
NRC - Disconnect Charge - 1st	UEAL2	$40.31	NA	NA	NA	$28.73	$40.98	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAL2	$26.01	NA	NA	NA	$18.87	$26.95	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$26.95	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific	OCOSL	$45.99	$55.00	$34.22	$55.00	$32.77	$45.27	$55.00	$45.43	$55.00
2-Wire Analog VG Loop (Standard), per month	UEAL2	NA	NA	NA	$20.00	NA	NA	NA	NA	NA
NRC - 1st	UEAL2	NA	NA	NA	$86.08	NA	NA	NA	NA	NA
NRC - Add'l	UEAL2	NA	NA	NA	$58.57	NA	NA	NA	NA	NA
NRC - Loop Make-up	UEANM	NA	NA	NA	TBD	NA	NA	NA	NA	NA
NRC - Manual Order Coordination	UEAMC	NA	NA	NA	TBD	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
2-Wire Analog VG Loop (Customized), per month	UEAL2	NA	NA	NA	$23.35	NA	NA	NA	NA	NA
NRC - 1st	UEAL2	NA	NA	NA	$236.75	NA	NA	NA	NA	NA
NRC - Add'l	UEAL2	NA	NA	NA	$177.10	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
4-Wire Analog VG Loop, per month	UEAL4	$30.00	$30.00	$25.86	NA	$31.52	$30.55	$27.20	$35.86	$18.00
NRC - 1st	UEAL4	$293.70	$141.00	$206.95	NA	$198.10	$289.06	$86.50	$383.39	BST GSST A4.3.1
NRC - Add'l	UEAL4	$241.76	$43.00	$170.57	NA	$163.26	$238.19	$27.80	$286.77	BST GSST A4.3.1
NRC - Disconnect Charge - 1st	UEAL4	$108.96	NA	NA	NA	$74.27	$108.14	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAL4	$57.01	NA	NA	NA	$39.44	$57.28	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific	OCOSL	$45.99	NA	$34.22	$55.00	$32.77	$45.27	$55.00	$45.43	$55.00
4-Wire Analog VG Loop (Standard), per month	UEAL4	NA	NA	NA	$28.28	NA	NA	NA	NA	NA
NRC - 1st	UEAL4	NA	NA	NA	$457.14	NA	NA	NA	NA	NA
NRC - Add'l	UEAL4	NA	NA	NA	$348.83	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific	OCOSL	$45.99	$55.00	$34.22	$55.00	$32.77	$45.27	$55.00	$45.43	$55.00
2-Wire ISDN Digital Grade Loop, per month	U1L2X	$29.03	$40.00	$25.43	NA	$27.36	$29.83	$27.20	$32.47	$18.00
NRC - 1st	U1L2X	$331.85	$306.00	$233.38	NA	$223.27	$326.38	$276.96	$423.04	BST GSST A4.3.1
NRC - Add'l	U1L2X	$255.87	$283.00	$180.35	NA	$172.63	$252.00	$234.99	$301.75	BST GSST A4.3.1
NRC - Disconnect Charge - 1st	U1L2X	$108.95	NA	NA	NA	$74.27	$108.14	NA	NA	NA
NRC - Disconnect Charge - Add'l	U1L2X	$57.01	NA	NA	NA	$39.44	$57.27	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific	OCOSL	$45.99	$55.00	$34.22	$55.00	$32.77	$45.27	$55.00	$45.43	$55.00
2-Wire ISDN Digital Grade Loop (Standard), per month	U1L2X	NA	NA	NA	$31.99	NA	NA	NA	NA	NA
NRC - 1st	U1L2X	NA	NA	NA	$541.28	NA	NA	NA	NA	NA
NRC - Add'l	U1L2X	NA	NA	NA	$431.61	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	UAL2X	$15.11	$15.81	$13.05	NA	$15.39	$14.83	$17.00	$20.81	NA
NRC - 1st	UAL2X	$514.21	$113.85	$359.73	NA	$343.13	$504.82	$280.15	$600.61	NA
NRC - Add'l	UAL2X	$464.58	$99.61	$325.15	NA	$310.03	$456.24	$243.91	$507.33	NA
NRC - Disconnect Charge - 1st	UAL2X	$106.65	NA	NA	NA	$72.54	$105.86	NA	NA	NA
NRC - Disconnect Charge - Add'l	SOMAN	$56.98	NA	NA	NA	$39.42	$57.25	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$55.00	$45.43	$55.00
2-Wire ADSL Loop (Standard), per month	UAL2X	NA	NA	NA	$11.89	NA	NA	NA	NA	NA
NRC - 1st	UAL2X	NA	NA	NA	$713.50	NA	NA	NA	NA	NA
NRC - Add'l	UAL2X	NA	NA	NA	$609.44	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA

BELLSOUTH RATES
UNBUNDLED NETWORK ELEMENTS

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		RATES BY STATE								
DESCRIPTION	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	UHL2X	$11.76	$12.12	$9.15	NA	$11.61	$11.60	$17.00	$14.86	NA
NRC - 1st	UHL2X	$514.21	$113.85	$359.73	NA	$343.13	$504.82	$280.15	$600.61	NA
NRC - Add'l	UHL2X	$464.58	$99.61	$325.15	NA	$310.03	$456.24	$243.91	$507.33	NA
NRC - Disconnect Charge - 1st	UHL2X	$106.65	NA	NA	NA	$72.54	$105.86	NA	NA	NA
NRC - Disconnect Charge - Add'l	UHL2X	$56.98	NA	NA	NA	$39.42	$57.25	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$55.00	$45.43	$55.00
2-Wire HDSL Loop (Standard), per month	UHL2X	NA	NA	NA	$8.51	NA	NA	NA	NA	NA
NRC - 1st	UHL2X	NA	NA	NA	$713.50	NA	NA	NA	NA	NA
NRC - Add'l	UHL2X	NA	NA	NA	$609.44	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	UHL4X	$14.39	$18.24	$12.07	NA	$16.39	$14.14	$27.20	$19.73	NA
NRC - 1st	UHL4X	$541.13	$116.91	$378.86	NA	$361.45	$531.21	$291.43	$625.11	NA
NRC - Add'l	UHL4X	$491.50	$101.71	$344.28	NA	$328.35	$482.63	$255.46	$532.78	NA
NRC - Disconnect Charge - 1st	UHL4X	$106.65	NA	NA	NA	$72.54	$105.86	NA	NA	NA
NRC - Disconnect Charge - Add'l	UHL4X	$56.98	NA	NA	NA	$39.42	$57.25	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$55.00	$45.43	$55.00
4-Wire HDSL Loop (Standard), per month	UHL4X	NA	NA	NA	$10.39	NA	NA	NA	NA	NA
NRC - 1st	UHL4X	NA	NA	NA	$748.93	NA	NA	NA	NA	NA
NRC - Add'l	UHL4X	NA	NA	NA	$646.17	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
4-Wire DS1 Digital Loop, per month	USLXX	$64.65	$80.00	$64.52	$67.96	$72.86	$69.59	$151.50	$72.55	TBD
NRC - 1st	USLXX	$610.13	$540.00	$429.98	$849.80	$410.38	$599.09	$568.96	$715.77	TBD
NRC - Add'l	USLXX	$380.26	$465.00	$268.18	$523.27	$255.48	$373.90	$335.56	$421.50	TBD
NRC - Disconnect Charge - 1st	USLXX	$134.77	NA	NA	NA	$92.35	$133.53	NA	NA	NA
NRC - Disconnect Charge - Add'l	USLXX	$55.97	NA	NA	NA	$38.44	$56.25	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$43.77	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific	OCOSL	$49.18	$55.00	$34.52	NA	$33.05	$48.17	NA	$48.47	NA
4-Wire 56 Kbps Dig Grade Loop, per month	UDL56	$34.15	NA	$29.92	NA	$35.58	$34.95	NA	$41.70	NA
NRC - 1st	UDL56	$498.05	NA	$348.55	NA	$333.28	$489.00	NA	$602.73	NA
NRC - Add'l	UDL56	$343.70	NA	$241.20	NA	$230.50	$337.93	NA	$393.50	NA
NRC - Disconnect Charge - 1st	UDL56	$129.62	NA	NA	NA	$87.99	$128.36	NA	$44.06	NA
NRC - Disconnect Charge - Add'l	UDL56	$64.25	NA	NA	NA	$44.24	$64.35	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific	OCOSL	$45.99	NA	$34.22	NA	$32.77	$45.27	NA	$45.43	NA
4-Wire 64 Kbps Dig Grade Loop, per month	UDL64	$34.15	NA	$29.22	NA	$35.58	$34.95	NA	$41.70	NA
NRC - 1st	UDL64	$498.05	NA	$348.55	NA	$333.28	$489.00	NA	$602.73	NA
NRC - Add'l	UDL64	$343.70	NA	$241.20	NA	$230.50	$337.93	NA	$393.50	NA
NRC - Disconnect Charge - 1st	UDL64	$129.62	NA	NA	NA	$87.99	$128.36	NA	$44.06	NA
NRC - Disconnect Charge - Add'l	UDL64	$64.25	NA	NA	NA	$44.24	$64.35	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific	OCOSL	$45.99	NA	$34.22	NA	$32.77	$45.27	NA	$45.43	NA
Unbundled Loops via IDLC		NA	NA	NA	NA	NA	NA	To be negotiated	NA	NA
SUB-LOOPS										
Sub-Loop 2-Wire Analog										
Loop Feeder per 2-Wire Analog VG Loop, per month	NA	NA	NA	NA	$8.58	NA	BFR	NA	NA	NA	NA
NRC - 1st	NA	NA	NA	NA	$206.44	NA	BFR	NA	NA	NA	NA

BELLSOUTH RATES
UNBUNDLED NETWORK ELEMENTS

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		RATES BY STATE								
DESCRIPTION	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
NRC - Add'l	NA	NA	NA	$170.05	NA	BFR	NA	NA	NA	NA
NRC - Disconnect Charge - 1st	NA	NA	NA	NA	NA	BFR	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	NA	NA	NA	NA	NA	BFR	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	NA	NA	NA	$18.94	NA	BFR	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	NA	NA	NA	$8.42	NA	BFR	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	NA	NA	NA	NA	NA	BFR	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific	OCOSL	NA	NA	$34.22	NA	BFR	NA	NA	NA	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	USBN2	NA	$8.57	$9.12	$10.83	BFR	NA	NA	NA	$9.79
NRC - 1st	USBN2	NA	$78.28	$207.01	$459.85	BFR	NA	NA	NA	$587.00
NRC - Add'l	USBN2	NA	$58.33	$171.32	$352.89	BFR	NA	NA	NA	$255.00
NRC - Disconnect Charge - 1st	USBN2	NA	NA	NA	NA	BFR	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	USBN2	NA	NA	NA	NA	BFR	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	BFR	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	BFR	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	BFR	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific	OCOSL	NA	$55.00	$34.22	$55.00	BFR	NA	NA	NA	$55.00
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA	NA	NA	NA	$9.95	BFR	NA	NA	NA	$9.23
NRC - 1st	NA	NA	NA	NA	$459.85	BFR	NA	NA	NA	$587.00
NRC - Add'l	NA	NA	NA	NA	$352.89	BFR	NA	NA	NA	$255.00
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	USBN4	NA	$11.29	NA	NA	BFR	NA	NA	NA	NA
NRC - 1st	USBN4	NA	$112.07	NA	NA	BFR	NA	NA	NA	NA
NRC - Add'l	USBN4	NA	$92.11	NA	NA	BFR	NA	NA	NA	NA
Unbundled Network Terminating Wire										
UNTW Pair, per pair, per month	UENPP	NA	$0.67	$1.56	$1.24	BFR	NA	NA	NA	$1.31
Site Visit Survey, per MDU/MTU Complex, NRC	UENVS	NA	$225.00	$225.00	$225.00	BFR	NA	NA	NA	$225.00
Site Visit Set-Up – Terminal Preparation, per terminal										
NRC - 1st terminal	UENSS	NA	$98.00	$98.00	$98.00	BFR	NA	NA	NA	$98.00
NRC - Add'l terminal	UENSS	NA	$65.00	$65.00	$65.00	BFR	NA	NA	NA	$65.00
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	UEN1T	NA	$110.00	$110.00	$110.00	BFR	NA	NA	NA	$110.00
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	UEN2T	NA	$35.00	$35.00	$35.00	BFR	NA	NA	NA	$35.00
UNTW Pair Provisioning, per pair, NRC	UENPP	NA	$9.00	$9.00	$9.00	BFR	NA	NA	NA	$9.00
Service Visit for Provisioning, per request, per premises, NRC	UENSV	NA	$55.00	$55.00	$55.00	BFR	NA	NA	NA	$55.00
Manual Service Order, NRC	MOCLA	NA	$45.00	$45.00	$45.00	BFR	NA	NA	NA	$45.00
Sub-Loop Concentration - Channelization Sys (Outside CO)										
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	TBD	$18.94	TBD	BFR	BFR	BFR	BFR	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	TBD	$8.42	TBD	BFR	BFR	BFR	BFR	TBD
TR008 - System A (96 channel capacity - channels 1-96), per month	UCT8A	BFR	$792.49	$724.79	$757.00	BFR	BFR	BFR	BFR	$683.78
NRC - 1st	UCT8A	BFR	$640.93	$632.36	$633.94	BFR	BFR	BFR	BFR	$634.31
NRC - Add'l	UCT8A	BFR	$315.03	$310.82	$311.60	BFR	BFR	BFR	BFR	$311.78
TR008 - System B (96 channel capacity - channels 97-192), per month	UCT8B	BFR	$155.32	$92.91	$95.60	BFR	BFR	BFR	BFR	$102.12
NRC - 1st	UCT8B	BFR	$640.93	$632.36	$633.94	BFR	BFR	BFR	BFR	$634.31
NRC - Add'l	UCT8B	BFR	$315.03	$310.82	$311.60	BFR	BFR	BFR	BFR	$311.78
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	BFR	$835.72	$764.42	$799.95	BFR	BFR	BFR	BFR	$726.87
NRC - 1st	UCT3A	BFR	$640.93	$632.36	$633.94	BFR	BFR	BFR	BFR	$634.31
NRC - Add'l	UCT3A	BFR	$315.03	$310.82	$311.60	BFR	BFR	BFR	BFR	$311.78
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	BFR	$198.55	$132.54	$138.55	BFR	BFR	BFR	BFR	$145.21
NRC - 1st	UCT3B	BFR	$640.93	$632.36	$633.94	BFR	BFR	BFR	BFR	$634.31
NRC - Add'l	UCT3B	BFR	$315.03	$310.82	$311.60	BFR	BFR	BFR	BFR	$311.78
DS1 Feeder Interface, per month	UCTFS	BFR	$78.43	$72.12	$77.02	BFR	BFR	BFR	BFR	$76.73
NRC 1st	UCTFS	BFR	$422.74	$425.74	$418.13	BFR	BFR	BFR	BFR	$418.37
NRC Add'l	UCTFS	BFR	$200.74	$198.06	$198.56	BFR	BFR	BFR	BFR	$198.67
Channel Interface - 2 Wire Voice - Loop Start , per month	TBD	BFR	$2.62	$2.38	$2.68	BFR	BFR	BFR	BFR	$2.61
NRC 1st	TBD	BFR	$42.39	$41.82	$41.92	BFR	BFR	BFR	BFR	$41.95
NRC Add'l	TBD	BFR	$42.15	$41.58	$41.69	BFR	BFR	BFR	BFR	$41.71
Channel Interface - 2 Wire ISDN, per month	ULCC1	BFR	$10.49	$9.53	$10.72	BFR	BFR	BFR	BFR	$10.43
NRC 1st	ULCC1	BFR	$42.39	$41.82	$41.92	BFR	BFR	BFR	BFR	$41.95
NRC Add'l	ULCC1	BFR	$42.15	$41.58	$41.69	BFR	BFR	BFR	BFR	$41.71
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month	TBD	BFR	$15.59	$14.17	$15.94	BFR	BFR	BFR	BFR	$15.51
. NRC 1st	TBD	BFR	$42.39	$41.82	$41.92	BFR	BFR	BFR	BFR	$41.95

BELLSOUTH RATES
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DESCRIPTION	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
NRC Add'l	TBD	BFR	$42.15	$41.58	$41.69	BFR	BFR	BFR	BFR	$41.71
Channel Interface - 4 Wire Voice, per month	ULCC4	BFR	$9.30	$8.45	$9.50	BFR	BFR	BFR	BFR	$9.26
NRC 1st	ULCC4	BFR	$42.39	$41.82	$41.92	BFR	BFR	BFR	BFR	$41.95
NRC Add'l	ULCC4	BFR	$42.15	$41.58	$41.69	BFR	BFR	BFR	BFR	$41.71
Test Circuit, per month	UCTTC	BFR	$45.46	$41.30	$46.44	BFR	BFR	BFR	BFR	$45.22
NRC 1st	UCTTC	BFR	$42.39	$41.82	$41.92	BFR	BFR	BFR	BFR	$41.95
NRC Add'l	UCTTC	BFR	$42.15	$41.58	$41.69	BFR	BFR	BFR	BFR	$41.71
Channel Interface - Digital 56Kbps, per month	ULCC5	BFR	$13.78	$12.51	$14.08	BFR	BFR	BFR	BFR	$13.71
NRC 1st	ULCC5	BFR	$42.39	$41.82	$41.92	BFR	BFR	BFR	BFR	$41.95
NRC Add'l	ULCC5	BFR	$42.15	$41.58	$41.69	BFR	BFR	BFR	BFR	$41.71
Channel Interface - Digital 64Kbps, per month	ULCC6	BFR	$13.78	$12.51	$14.08	BFR	BFR	BFR	BFR	$13.71
NRC 1st	ULCC6	BFR	$42.39	$41.82	$41.92	BFR	BFR	BFR	BFR	$41.95
NRC Add'l	ULCC6	BFR	$42.15	$41.58	$41.69	BFR	BFR	BFR	BFR	$41.71
Loop Concentration System (Inside C.O.)										
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	TBD	$18.94	TBD	$18.14	$25.52	TBD	$44.06	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	TBD	$8.42	TBD	$8.06	$11.34	TBD	$13.55	TBD
TR008 -System A (96 channel capacity - channels 1-96), per month	UCT8A	$327.44	$400.33	$316.63	$394.00	$308.74	$454.79	$375.96	$399.21	$380.06
NRC - 1st	UCT8A	$1,115.10	$1,128.75	$1,111.95	$1,116.15	$1,117.20	$1,115.10	$1,113.00	$1,119.30	$1,114.05
NRC - Add'l	UCT8A	NA	NA	NA	NA	NA	NA	NA	NA	NA
TR008 -System B (96 channel capacity - channels 97-192), per month	UCT8B	$67.41	$70.48	$65.27	$72.21	$76.58	$73.30	$65.98	$71.91	$68.71
NRC - 1st	UCT8B	$464.57	$470.41	$463.37	$465.11	$465.64	$464.71	$463.74	$466.38	$464.21
NRC - Add'l	UCT8B	NA	NA	NA	NA	NA	NA	NA	NA	NA
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	$375.18	$450.24	$362.87	$445.14	$385.97	$506.70	$422.68	$450.13	$428.73
NRC - 1st	UCT3A	$1,115.10	$1,128.75	$1,111.95	$1,116.15	$1,117.20	$1,115.10	$1,113.00	$1,119.30	$1,114.05
NRC - Add'l	UCT3A	NA	NA	NA	NA	NA	NA	NA	NA	NA
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	$111.30	$118.76	$110.02	$121.45	$129.05	$123.52	$111.17	$121.16	$115.79
NRC - 1st	UCT3B	$464.57	$470.41	$463.37	$465.11	$465.64	$464.71	$463.74	$466.38	$464.21
NRC - Add'l	UCT3B	NA	NA	NA	NA	NA	NA	NA	NA	NA
DS1 Interface, per month	UCTCO	$6.42	$6.47	$6.15	$403.20	$7.35	$6.99	$6.27	$6.79	$6.49
NRC 1st	UCTCO	$367.70	$372.32	$366.72	$132.18	$368.54	$367.80	$367.04	$369.13	$367.41
NRC Add'l	UCTCO	$132.03	$133.69	$130.63	$132.18	$132.33	$132.07	$131.79	$132.54	$131.92
Channel Interface - 2 Wire Voice - Loop Start , per month	TBD	$2.55	$2.66	$2.44	$2.79	$2.91	$2.77	$2.48	$2.69	$2.58
NRC 1st	TBD	$35.77	$36.23	$35.68	$35.82	$35.86	$35.78	$35.71	$35.91	$35.74
NRC Add'l	TBD	$35.55	$36.02	$35.48	$35.62	$35.66	$35.37	$35.51	$35.71	$35.54
Channel Interface - 2 Wire ISDN, per month	ULCC1	$10.19	$10.67	$9.76	$11.18	$11.66	$11.10	$9.95	$10.76	$10.30
NRC 1st	ULCC1	$35.77	$36.23	$35.68	$35.82	$35.86	$35.78	$35.71	$35.91	$35.74
NRC Add'l	ULCC1	$35.55	$36.02	$35.48	$35.62	$35.66	$35.37	$35.51	$35.71	$35.54
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month	TBD	$15.15	$15.85	$14.51	$16.62	$17.33	$16.46	$14.80	$16.01	$15.32
. NRC 1st	TBD	$35.77	$36.23	$35.68	$35.82	$35.86	$35.78	$35.71	$35.91	$35.74
NRC Add'l	TBD	$35.55	$36.02	$35.48	$35.62	$35.66	$35.37	$35.51	$35.71	$35.54
Channel Interface - 4 Wire Voice, per month	ULCC4	$9.04	$9.44	$8.65	$9.91	$10.34	$9.83	$8.82	$9.55	$9.13
NRC 1st	ULCC4	$35.77	$36.23	$35.68	$35.82	$35.86	$35.78	$35.71	$35.91	$35.74
NRC Add'l	ULCC4	$35.55	$36.02	$35.48	$35.62	$35.66	$35.37	$35.51	$35.71	$35.54
Test Circuit, per month	UCTTC	$44.16	$46.14	$42.30	$48.43	$50.53	$47.85	$43.13	$46.66	$44.65
NRC 1st	UCTTC	$35.77	$36.23	$35.68	$35.82	$35.86	$35.78	$35.71	$35.91	$35.74
NRC Add'l	UCTTC	$35.55	$36.02	$35.48	$35.62	$35.66	$35.37	$35.51	$35.71	$35.54
Channel Interface - Digital 56Kbps, per month	ULCC5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC 1st	ULCC5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC Add'l	ULCC5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Channel Interface - Digital 64Kbps, per month	ULCC6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC 1st	ULCC6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC Add'l	ULCC6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)										
2-Wire Analog Line Port (Res., Bus.), per month	(++) Bus = TNPBL Res = TNPRL	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
NRC - 1st (Residence)	UEPRL	$21.93	$38.00	$17.16	$37.78	$16.43	$22.98	$24.04	$24.98	BST GSST A4.3.1
NRC - Add'l (Residence)	UEPRL	$21.93	$15.00	$17.16	$37.78	$16.43	$22.98	$9.08	$24.98	BST GSST A4.3.2

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NRC - 1st (Business)	UEPBL	$21.93	$38.00	$17.16	$37.55	$16.43	$22.98	$24.04	$24.98	BST GSST A4.3.3
NRC - Add'l (Business)	UEPBL	$21.93	$15.00	$17.16	$37.55	$16.43	$22.98	$9.08	$24.98	BST GSST A4.3.4
NRC - Disconnect Charge - 1st	UEPBL	$5.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPBL	$5.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$10.39	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$1.44	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	UEP++	$7.62	NA	NA	NA	NA	$8.86	NA	$8.64	NA
NRC - 1st (all types)	UEP++	$46.65	NA	NA	NA	NA	$44.40	NA	$61.22	NA
NRC - Add'l (all types)	UEP++	$46.65	NA	NA	NA	NA	$44.40	NA	$61.22	NA
NRC - Disconnect Charge - 1st	UEP++	$18.41	NA	NA	NA	NA	$19.68	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEP++	$18.41	NA	NA	NA	NA	$19.68	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	NA	NA	NA	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	NA	NA	NA	$11.34	NA	$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	NA	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$1.44	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	UEP++	NA	NA	NA	NA	NA	$5.42	NA	$5.38	NA
NRC - 1st (all types)	UEP++	NA	NA	NA	NA	NA	$26.04	NA	$29.51	NA
NRC - Add'l (all types)	UEP++	NA	NA	NA	NA	NA	$26.04	NA	$29.51	NA
NRC - Disconnect Charge - 1st	UEP++	NA	NA	NA	NA	NA	$8.20	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEP++	NA	NA	NA	NA	NA	$8.20	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	$11.34	NA	$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-Wire Analog VG Port, per month	UEP4A	NA	$9.14	$8.47	NA	$10.13	$9.60	$3.15	$2.28	NA
NRC - 1st	UEP4A	NA	$5.86	$17.16	NA	$16.43	$22.98	$24.17	$3.50	NA
NRC - Add'l	UEP4A	NA	$5.86	$17.16	NA	$16.43	$22.98	$9.63	$3.50	NA
NRC - Disconnect Charge - 1st	BFR	NA	NA	NA	NA	$3.77	$6.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	BFR	NA	NA	NA	NA	$3.77	$6.56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	$8.94	$16.06	NA	NA	NA
2-Wire DID Port, per month	UEPP2	$12.08	TBD	$11.35	NA	$13.12	$14.63	$12.68	$12.08	$12.68
NRC - 1st	UEPP2	$50.00	TBD	$61.91	NA	$59.28	$83.09	$50.00	$50.00	BST GSST A4.3.1
NRC - Add'l	UEPP2	$18.00	TBD	$61.91	NA	$59.28	$83.09	$18.00	$50.00	BST GSST A4.3.1
NRC - Disconnect Charge - 1st	UEPP2	NA	NA	NA	NA	$9.20	$13.48	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPP2	NA	NA	NA	NA	$9.20	$13.48	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	$10.39	$16.07	NA	NA	NA
4-Wire DS1 Port w/DID capability, per month	UEPDD	$130.23	$125.00	$120.80	NA	$149.27	$146.46	$120.00	$130.23	$120.00
NRC - 1st	UEPDD	$50.00	$112.00	$89.44	NA	$85.63	$117.81	$145.00	$60.00	To be negotiated
NRC - Add'l	UEPDD	$18.00	$91.00	$52.46	NA	$50.23	$71.18	$126.09	$60.00	To be negotiated
NRC - Disconnect Charge - 1st	UEPDD	NA	NA	NA	NA	$8.82	$12.94	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPDD	NA	NA	NA	NA	$8.82	$12.94	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	$10.39	$16.06	NA	NA	NA
2-Wire ISDN Port(2) (3), per month	U1PMA	$16.42	$13.00	$13.47	$12.33	$23.33	$51.91	$12.50	$33.74	$1.90
NRC - 1st	U1PMA	$63.24	$88.00	$47.37	$90.48	$45.35	$63.59	$75.81	$65.79	BST GSST A4.3.1

BELLSOUTH RATES
UNBUNDLED NETWORK ELEMENTS

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DESCRIPTION	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
NRC - Add'l	U1PMA	$63.24	$66.00	$47.37	$84.53	$45.35	$63.59	$56.91	$65.79	BST GSST A4.3.1
NRC - Disconnect Charge - 1st	U1PMA	$5.69	NA	NA	NA	$4.31	$7.04	NA	NA	NA
NRC - Disconnect Charge - Add'l	U1PMA	$5.69	NA	NA	NA	$4.31	$7.04	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$56.19	NA	$39.98	NA	$38.29	$53.87	NA	$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$56.19	NA	$39.98	NA	$38.29	$53.87	NA	$67.52	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$12.97	NA	NA	NA	$6.65	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$12.97	NA	NA	NA	$6.65	$11.34	NA	NA	NA
NRC - User Profile per B Channel **(4)**	U1UMA	NA	NA	NA	$5.61	NA	NA	NA	NA	NA
2-Wire ISDN Port(2) (3) including all available features, per month	U1PMA	NA	NA	NA	NA	NA	NA	NA	$38.68	NA
NRC - 1st	U1PMA	NA	NA	NA	NA	NA	NA	NA	$106.40	NA
NRC - Add'l	U1PMA	NA	NA	NA	NA	NA	NA	NA	$106.40	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$67.52	NA
2-Wire ISDN Port(2) (3) including three available features, per month	U1PMA	NA	NA	NA	NA	NA	NA	NA	$36.01	NA
NRC - 1st	U1PMA	NA	NA	NA	NA	NA	NA	NA	$70.32	NA
NRC - Add'l	U1PMA	NA	NA	NA	NA	NA	NA	NA	$70.32	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$67.52	NA
4-Wire ISDN DS1 Port, per month	UEPEX	$186.02	NA	$163.16	NA	$194.72	$213.21	$246.00	$214.79	$308.00
NRC - 1st	UEPEX	$244.85	NA	$186.80	NA	$181.89	$244.12	$113.86	$278.37	To be negotiated
NRC - Add'l	UEPEX	$244.85	NA	$186.80	NA	$181.89	$244.12	$95.80	$278.37	To be negotiated
NRC - Disconnect Charge - 1st	UEPEX	$51.19	NA	NA	NA	$27.11	$53.32	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPEX	$51.19	NA	NA	NA	$27.11	$53.32	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$54.75	NA	$37.88	NA	$33.18	$51.03	NA	$65.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$54.75	NA	$37.88	NA	$33.18	$51.03	NA	$65.48	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$11.53	NA	NA	NA	$7.73	$8.51	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$11.53	NA	NA	NA	$7.73	$8.51	NA	NA	NA
4-Wire ISDN DS1 Port including all available features, per month	UEPEX	NA	NA	NA	$275.48	NA	NA	NA	$251.00	NA
NRC - 1st	UEPEX	NA	NA	NA	$181.27	NA	NA	NA	$311.73	NA
NRC - Add'l	UEPEX	NA	NA	NA	$116.42	NA	NA	NA	$311.73	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	$65.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$65.48	NA
2-Wire Analog Line Port (PBX), per month	UEPPC	$2.07	NA	$1.85	NA	$2.20	$2.11	NA	$2.35	NA
NRC - 1st	UEPPC	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
NRC - Add'l	UEPPC	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
NRC - Disconnect Charge - 1st	UEPPC	$5.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPPC	$5.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$41.86	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$14.46	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$8.94	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$0.48	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Analog Line Port (PBX) including all available features, per month	UEPPC	NA	NA	NA	NA	NA	NA	NA	$8.67	NA
NRC - 1st	UEPPC	NA	NA	NA	NA	NA	NA	NA	$60.60	NA
NRC - Add'l	UEPPC	NA	NA	NA	NA	NA	NA	NA	$60.60	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	$41.86	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$14.46	NA
2-Wire Analog Line Port (PBX) including three available features, per month	UEPPC	NA	NA	NA	NA	NA	NA	NA	$5.38	NA
NRC - 1st	UEPPC	NA	NA	NA	NA	NA	NA	NA	$28.89	NA
NRC - Add'l	UEPPC	NA	NA	NA	NA	NA	NA	NA	$28.89	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	$41.86	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$14.46	NA
2-Wire Analog Hunting, per line per month	HTGUX	See features	NA	NA	$0.29	NA	See features	NA	See features	NA
NRC - 1st	HTGUX	See features	NA	NA	$2.14	NA	See features	NA	See features	NA
NRC - Add'l	HTGUX	See features	NA	NA	$2.14	NA	See features	NA	See features	NA
Coin Port, per month		$2.34	NA	$2.05	$3.04	$2.50	$2.32	NA	$2.77	$1.90

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NRC - 1st		$21.93	NA	$17.16	$40.71	$16.43	$22.98	NA	$24.75	BST GSST A4.3.1
NRC - Add'l		$21.93	NA	$17.16	$40.71	$16.43	$22.98	NA	$24.75	BST GSST A4.3.1
NRC - Disconnect Charge - 1st		$5.21	NA	NA	NA	$4.15	$6.56	NA	NA	NA
NRC - Disconnect Charge - Add'l		$5.21	NA	NA	NA	$4.15	$6.56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$25.93	NA	$18.94	NA	$18.14	$25.52	NA	$43.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$14.57	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$16.33	NA	NA	NA	$9.86	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$0.48	NA	NA	NA	NA	NA	NA	NA	NA
VERTICAL FEATURES										
Local Switching Features offered with Port, Per month (5)	N/A	NA	No additional charge	NA	No additional charge	$8.28	NA	NA	See above	NA
Three-Way Calling, per month		$1.12	NA	NA	NA	NA	$1.32	NA	$1.10	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Customer Changeable Speed Calling, per month		$0.08	NA	NA	NA	NA	$0.0755	NA	$0.1247	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Waiting		$0.03	NA	NA	NA	NA	$0.033	NA	$0.0665	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Remote Activation of Call Fordwarding, per month		$0.18	NA	NA	NA	NA	$0.4859	NA	$0.3743	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Cancel Call Waiting, per month		$0.01	NA	NA	NA	NA	$0.0082	NA	$0.0099	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Automatic Callback, per month		$0.29	NA	NA	NA	NA	$0.9977	NA	$0.8015	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Automatic Recall, per month		$0.28	NA	NA	NA	NA	$0.3164	NA	$0.3102	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Calling Number Delivery, per month		$0.22	NA	NA	NA	NA	$0.1817	NA	$0.3272	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Calling Number Delivery Blocking, per month		$1.17	NA	NA	NA	NA	$0.9913	NA	$0.3684	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Customer Originated Trace, per month		$0.14	NA	NA	NA	NA	$0.1918	NA	$0.1402	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Selective Call Rejection, per month		$0.13	NA	NA	NA	NA	$0.1721	NA	$0.1528	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Selective Call Forwarding, per month		$0.05	NA	NA	NA	NA	$0.1050	NA	$0.1287	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Selective Call Acceptance, per month		$0.29	NA	NA	NA	NA	$0.4010	NA	$0.3283	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month		$0.11	NA	NA	NA	NA	$0.1271	NA	$0.1301	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Forwarding Variable, per month		$0.05	NA	NA	NA	NA	$0.0474	NA	$0.0768	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA

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Call Forwarding Busy Line, per month		$0.03	NA	NA	NA	NA	$0.0279	NA	$0.0603	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Forwarding Don't Answer All Calls, per month		$0.03	NA	NA	NA	NA	$0.0308	NA	$0.0655	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Remote Call Forwarding, per month		$1.36	NA	NA	NA	NA	$1.47	NA	$1.41	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Transfer, per month		$0.12	NA	NA	NA	NA	$0.1404	NA	$0.1392	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Hold, per month		$0.03	NA	NA	NA	NA	$0.0190	NA	$0.0677	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC – Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Toll Restricted Service, per month		$0.04	NA	NA	NA	NA	$0.0387	NA	$0.0743	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Message Waiting Indicator – Stutter Dial Tone, per month		$0.03	NA	NA	NA	NA	$0.0356	NA	$0.0318	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Anonymous Call Rejection, per month		$0.93	NA	NA	NA	NA	$0.9519	NA	$1.13	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Shared Call Appearances of a DN, per month		$0.41	NA	NA	NA	NA	$0.5015	NA	$0.3513	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.47	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Multiple Call Appearances, per month		$0.09	NA	NA	NA	NA	$0.0932	NA	$0.0891	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.47	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
ISDN Bridged Call Exclusion, per month		$0.00	NA	NA	NA	NA	$0.0013	NA	$0.0013	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.47	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call by Call Access, per month		$28.29	NA	NA	NA	NA	$50.89	NA	$0.3621	NA
NRC		$28.94	NA	NA	NA	NA	$28.61	NA	$33.36	NA
NRC - Disconnect		$5.22	NA	NA	NA	NA	$5.16	NA	NA	NA
Privacy Release, per month		$0.01	NA	NA	NA	NA	$0.0030	NA	$0.0116	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Multi Appearance Directory Number Calls, per month		$0.10	NA	NA	NA	NA	$0.1115	NA	$0.1048	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Make Set Busy, per month		$0.01	NA	NA	NA	NA	$0.0013	NA	$0.0101	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Teen Service (Res. Dist. Alerting Service), per month		$0.15	NA	NA	NA	NA	$0.1071	NA	$0.2149	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Code Restriction and Diversion, per month		$0.04	NA	NA	NA	NA	$0.0464	NA	$0.0708	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Park, per month		$0.04	NA	NA	NA	NA	$0.0443	NA	$0.0694	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Automatic Line, per month		$0.09	NA	NA	NA	NA	$0.1111	NA	$0.1179	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
ISDN Message Waiting Indication-Lamp, per month		$0.01	NA	NA	NA	NA	$0.0105	NA	$0.0138	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.47	NA

BELLSOUTH RATES
UNBUNDLED NETWORK ELEMENTS

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		RATES BY STATE								
DESCRIPTION	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
ISDN Feature Function Buttons		NA	NA	NA	NA	NA	NA	NA		
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Subsequent Ordering Charge – (per order, per line)		NA	NA	NA	NA	NA	NA	NA		
NRC - Electronic - 1st		$2.88	NA	NA	NA	NA	$2.84	NA	$1.36	NA
NRC - Electronic - Add'l		$0.96	NA	NA	NA	NA	$0.95	NA	$0.71	NA
NRC - Manual - 1st		$4.80	NA	NA	NA	NA	$4.73	NA	$7.35	NA
NRC - Manual - Add'l		$0.96	NA	NA	NA	NA	$0.95	NA	$0.95	NA
NRC - Disconnect		$2.88	NA	NA	NA	NA	$2.84	NA	NA	NA
Unbundled End Office Switching (Port Usage)										
End Office Switching Function, per mou	N/A	$0.0018	$0.0175	$0.0016333	$0.002562	$0.0021	$0.0023771	$0.004	$0.0019295	$0.0019
End Office Switching Function, add'l mou (6)	N/A	NA	$0.005	NA	NA	NA	NA	NA	NA	NA
End Office Interoffice Trunk Port—Shared, per mou	N/A	$0.0002	NA	$0.0001564	NA	$0.0002	$0.0001927	NA	$0.0002581	NA
Intraoffice per mou		N/A	N/A	N/A	N/A	$0.00209	N/A	N/A	N/A	N/A
Interoffice per mou (assumes 5 miles of transport)		N/A	N/A	N/A	N/A	$0.00538	N/A	N/A	N/A	N/A
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)										
Tandem Switching Function per mou	N/A	$0.00063	$0.00029	$0.0006757	$0.001096	$0.0008	$0.0007834	$0.0015	$0.0006843	$0.000676
Tandem Interoffice Trunk Port - Shared per mou	N/A	$0.00033	NA	$0.0002126	NA	$0.0003	$0.0002834	NA	$0.0004034	NA
UNBUNDLED INTEROFFICE TRANSPORT										
Common (Shared) Transport										
Common (Shared) Transport per mile per mou	N/A	$0.00001	$0.000012	$0.000008	$0.0000049	$0.0000083	$0.0000091	$0.00004	$0.0000121	$0.00004
Common (Shared) Transport Facilities Termination per mou	N/A	$0.00045	$0.005	$0.0004152	$0.000426	$0.00047	$0.0004281	$0.00036	$0.0004672	$0.00036
Interoffice Transport - Dedicated - VG										
Interoffice Transport - Dedicated - 2-Wire VG - per mile	1L5XX	$0.03390	NA	$0.0222	NA	$0.0384	$0.0323	NA	$0.0373	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	1L5XX	$18.49	NA	$17.07	NA	$19.10	$21.33	NA	$21.42	NA
NRC - 1st	1L5XX	$107.11	NA	$79.61	NA	$76.20	$106.72	NA	$136.44	NA
NRC - Add'l	1L5XX	$48.27	NA	$36.08	NA	$34.54	$48.83	NA	$51.37	NA
NRC - Disconnect Charge - 1st	1L5XX	$37.16	NA	NA	NA	$28.03	$38.05	NA	NA	NA
NRC - Disconnect Charge - Add'l	1L5XX	$5.88	NA	NA	NA	$5.37	$7.23	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	1L5XX	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Add'l	1L5XX	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	1L5XX	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	1L5XX	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS										
Interoffice Transport - Dedicated - DS0 - per mile per month	1L5XX	$0.0339	NA	$0.0222	NA	$0.0384	$0.0323	$3.95	$0.0373	$1.90
Interoffice Transport - Dedicated - DS0 - facilities termination per month	1L5XX	$17.81	NA	$16.45	NA	$18.37	$20.64	$38.37	$20.71	$38.37
NRC - 1st	1L5XX	$107.11	NA	$79.61	NA	$76.20	$106.72	$24.01	$136.44	TBD
NRC - Add'l	1L5XX	$48.27	NA	$36.08	NA	$34.54	$48.83	$24.01	$51.37	TBD
NRC - Disconnect Charge - 1st	1L5XX	$37.16	NA	NA	NA	$28.03	$38.05	NA	NA	NA
NRC - Disconnect Charge - Add'l	1L5XX	$5.88	NA	NA	NA	$5.37	$7.23	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	1L5XX	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Add'l	1L5XX	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	1L5XX	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	1L5XX	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS1										
Interoffice Transport - Dedicated - DS1 - per mile per month	1L5XX	$0.69	$0.6013	$0.4523	$0.45	$0.7831	$0.6598	$23.00	$0.7598	$23.00
Interoffice Transport - Dedicated - DS1 - facilities termination per month	1L5XX	$79.69	$99.79	$78.47	$55.05	$93.40	$74.40	$90.00	$94.98	$90.00
NRC - 1st	1L5XX	$198.15	$45.91	$147.07	$298.18	$140.49	$196.28	$100.49	$216.27	$100.49
NRC - Add'l	1L5XX	$148.18	$44.18	$111.75	$231.23	$106.69	$147.31	$100.49	$162.70	$100.49
NRC - Disconnect Charge - 1st	1L5XX	$25.44	NA	NA	NA	$20.00	$26.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	1L5XX	$20.42	NA	NA	NA	$16.34	$21.61	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	1L5XX	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Add'l	1L5XX	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	1L5XX	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	1L5XX	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS3										
Interoffice Transport - Dedicated - DS3 - per mile per month	1L5XX	$12.56	$11.00	$7.45	$12.57	$17.07	$15.02	$175.00	$40.00	$7.21
Interoffice Transport - Dedicated - DS3 - facilities termination per month	1L5XX	$771.60	$1,083.00	$806.17	$1,204.00	$1,218.00	$744.38	$1,200.00	$600.00	$910.85

BELLSOUTH RATES
UNBUNDLED NETWORK ELEMENTS

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		RATES BY STATE								
DESCRIPTION	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
NRC - 1st	1L5XX	$829.37	$806.00	$806.00	$806.00	$806.00	$686.74	$67.19	$67.19	$806.00
NRC - Add'l	1L5XX	$403.38	$588.00	$588.00	$588.00	$588.00	$477.76	$67.19	$67.19	$588.00
NRC - Disconnect Charge - 1st	1L5XX	$132.56	NA	NA	NA	NA	$125.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	1L5XX	$129.07	NA	NA	NA	NA	$118.79	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	1L5XX	$70.10	NA	NA	NA	NA	$64.97	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	1L5XX	$70.10	NA	NA	NA	NA	$64.97	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	1L5XX	$30.09	NA	NA	NA	NA	$27.08	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	1L5XX	$30.09	NA	NA	NA	NA	$27.08	NA	NA	NA
Unbundled Exchange Access IOC										
0-8 Miles, Fixed per month	1LNO1	NA	NA	NA	$16.14	NA	NA	NA	NA	$27.00
Per mile per month	1LNO1	NA	NA	NA	$0.0301	NA	NA	NA	NA	$1.90
NRC - 1st	1LNO1	NA	NA	NA	$181.93	NA	NA	NA	NA	$96.00
NRC - Add'l	1LNO1	NA	NA	NA	$75.56	NA	NA	NA	NA	$96.00
9-25 Miles, Fixed per month	1NLO2	NA	NA	NA	$17.18	NA	NA	NA	NA	$27.00
Per mile per month	1NLO2	NA	NA	NA	$0.0726	NA	NA	NA	NA	$1.90
NRC - 1st	1NLO2	NA	NA	NA	$181.93	NA	NA	NA	NA	$96.00
NRC - Add'l	1NLO2	NA	NA	NA	$75.56	NA	NA	NA	NA	$96.00
Over 25 Miles, Fixed per month	1NLO3	NA	NA	NA	$18.41	NA	NA	NA	NA	$27.00
Per mile per month	1NLO3	NA	NA	NA	$0.0831	NA	NA	NA	NA	$1.90
NRC - 1st	1NLO3	NA	NA	NA	$181.93	NA	NA	NA	NA	$96.00
NRC - Add'l	1NLO3	NA	NA	NA	$75.56	NA	NA	NA	NA	$96.00
Local Channel - Dedicated										
Local Channel - Dedicated - 2-Wire VG	N/A	$14.61	NA	$13.91	NA	$14.94	$17.83	NA	$16.83	NA
NRC - 1st	N/A	$494.65	NA	$362.95	NA	$347.49	$487.62	NA	$554.00	NA
NRC - Add'l	N/A	$84.44	NA	$62.40	NA	$59.75	$84.35	NA	$88.58	NA
NRC - Disconnect Charge - 1st	N/A	$77.81	NA	NA	NA	$53.68	$77.69	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$7.63	NA	NA	NA	$6.60	$8.95	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	N/A	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$43.75	NA
NRC - Incremental Charge - Manual Service Order - Add'l	N/A	$18.73	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	N/A	$17.75	NA	NA	NA	$11.40	$16.05	NA	NA	NA
Local Channel - Dedicated - 4-Wire VG	N/A	$15.77	NA	$14.99	NA	$16.21	$19.03	NA	$18.05	NA
NRC - 1st	N/A	$502.43	NA	$368.44	NA	$352.75	$495.25	NA	$562.46	NA
NRC - Add'l	N/A	$86.68	NA	$64.05	NA	$61.33	$86.56	NA	$91.57	NA
NRC - Disconnect Charge - 1st	N/A	$78.71	NA	NA	NA	$54.36	$78.58	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$8.53	NA	NA	NA	$7.28	$9.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	N/A	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$43.75	NA
NRC - Incremental Charge - Manual Service Order - Add'l	N/A	$18.73	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	N/A	$17.75	NA	NA	NA	$11.40	$16.05	NA	NA	NA
Local Channel - Dedicated - DS1	N/A	$35.52	$44.35	$38.36	NA	$43.80	$38.91	NA	$37.20	$133.81
NRC - 1st	N/A	$503.57	$246.50	$356.15	NA	$348.56	$494.83	NA	$534.81	$868.97
NRC - Add'l	N/A	$442.84	$230.49	$312.89	NA	$300.30	$435.28	NA	$462.81	$486.83
NRC - Disconnect Charge - 1st	N/A	$46.28	NA	NA	NA	$24.15	$46.85	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$32.18	NA	NA	NA	$21.31	$33.02	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	N/A	$61.95	NA	$44.22	NA	$42.34	$59.58	NA	$87.99	NA
NRC - Incremental Charge - Manual Service Order - Add'l	N/A	NA	NA	NA	NA	NA	NA	NA	$3.11	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	N/A	$29.27	NA	NA	NA	$19.48	$27.41	NA	NA	NA
Local Channel - Dedicated – DS3	N/A	NA	NA	NA	NA	NA	$533.33	NA	NA	NA
NRC - 1st	N/A	NA	NA	NA	NA	NA	$526.67	NA	NA	NA
NRC - Add'l	N/A	NA	NA	NA	NA	NA	$493.71	NA	NA	NA
NRC - Disconnect Charge - 1st	N/A	NA	NA	NA	NA	NA	$42.41	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	NA	NA	NA	NA	NA	$40.87	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	N/A	NA	NA	NA	NA	NA	$31.49	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	N/A	NA	NA	NA	NA	NA	$31.49	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	N/A	NA	NA	NA	NA	NA	$25.35	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	N/A	NA	NA	NA	NA	NA	$25.35	NA	NA	NA
800 ACCESS TEN DIGIT SCREENING SERVICE (7)			TBD							
800 Access Ten Digit Screening (all types), per call (8)	N/A	$0.0005	NA	$0.0004868	NA	$0.0005305	$0.0005321	NA	$0.0005227	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery										
per query	N/A	NA	NA	NA	$0.0010	NA	NA	$0.00365	NA	$0.004

BELLSOUTH RATES
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DESCRIPTION	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
for 800 Numbers, with Optional Complex Features, per query	N/A	NA	NA	NA	$0.0011	NA	NA	$0.00431	NA	$0.004
800 Access Ten Digit Screening Svc. W/POTS No. Delivery										
per query	N/A	NA	NA	NA	$0.0010	NA	NA	$0.00383	NA	$0.004
with Optional Complex Features, per query	N/A	NA	NA	NA	$0.0011	NA	NA	$0.00431	NA	$0.004
800 Access Ten Digit Screening Svc. W/800 No. Delivery										
per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
for 800 Numbers, w/Optional Complex Features, per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery										
per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
with Optional Complex Features, per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
Reservation Charge per 800 number reserved										
NRC - 1st	N8R1X	$7.13	NA	$6.57	$10.05	$6.29	$8.46	$27.00	$6.38	$30.00
NRC - Addl'l	N8R1X	$0.97	NA	$0.76	$1.19	$0.73	$0.96	$0.50	$0.9583	$0.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$27.84	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Per 800 # Established w/o POTS (w/800 No.) Translations										
NRC - 1st	N/A	$15.88	NA	$12.81	$30.59	$12.27	$17.04	$61.00	$22.63	$67.50
NRC - Addl'l	N/A	$1.97	NA	$1.45	$3.22	$1.39	$1.93	$1.50	$2.73	$1.50
NRC - Disconnect Charge - 1st	N/A	$10.04	NA	NA	NA	$8.30	$11.32	NA	$42.95	NA
NRC - Disconnect Charge - Add'l	N/A	$0.97	NA	NA	NA	$0.73	$0.96	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.75	NA	NA	NA	$11.40	$16.05	NA	NA	NA
Per 800 # Established with POTS Translations										
NRC - 1st	N8FTX	$15.88	NA	$12.81	$30.59	$12.27	$17.04	$61.00	$22.63	$67.50
NRC - Addl'l	N8FTX	$1.97	NA	$1.45	$3.22	$1.39	$1.93	$1.50	$2.73	$1.50
NRC - Disconnect Charge - 1st	N8FTX	$10.04	NA	NA	NA	$8.30	$11.32	NA	$42.95	NA
NRC - Disconnect Charge - Add'l	N8FTX	$0.97	NA	NA	NA	$0.73	$0.96	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.75	NA	NA	NA	$11.40	$16.05	NA	NA	NA
Customized Area of Service per 800 Number										
NRC - 1st	N8FCX	$5.69	NA	$4.46	$6.97	$4.27	$5.63	$3.00	$5.64	$3.00
NRC - Addl'l	N8FCX	$2.85	NA	$2.23	$3.49	$2.14	$2.81	$1.50	$2.82	$1.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #										
NRC - 1st	N8FMX	$6.66	NA	$5.22	$8.16	$5.00	$6.59	$3.50	$6.60	$3.50
NRC - Addl'l	N8FMX	$3.81	NA	$2.99	$4.67	$2.86	$3.77	$2.00	$3.78	$2.00
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Change Charge per request										
NRC - 1st	N8FAX	$8.10	NA	$7.33	$11.24	$7.01	$9.42	$41.00	$7.34	$48.50
NRC - Addl'l	N8FAX	$0.97	NA	$0.76	$1.19	$0.73	$0.96	$0.50	$0.9583	$0.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$27.84	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Call Handling and Destination Features										
NRC - 1st	N8FDX	$5.69	NA	$4.72	$6.97	$4.27	$5.63	$3.00	$5.64	$3.00
NRC - Add'l	N8FDX	NA	NA	$4.46	$6.97	$4.27	$5.63	$3.00	$5.64	$3.00
LINE INFORMATION DATABASE ACCESS (LIDB)										
LIDB Common Transport per query	OQT	$0.00004	$0.0003	$0.0000338	$0.00006	$0.0000418	$0.0000446	$0.0003	$0.0000442	$0.0003
LIDB Validation per query	OQU	$0.041003	$0.041003	$0.0105974	$0.00938	$0.0103774	$0.0142132	$0.041003	$0.0141003	$0.041003
LIDB Originating Point Code Establishment or Change - NRC	N/A	$64.36	NA	$50.30	$107.60	$48.17	$63.63	$91.00	$61.62	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$25.93	NA	$18.94	NA	$18.14	$25.52	NA	$27.84	$91.00
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$27.84	NA
CCS7 SIGNALING TRANSPORT SERVICE										
CCS7 Signaling Connection, per link (A link) per month		$18.79	$5.00	$17.05	$16.31	$19.48	$21.58	$155.00	$21.79	$155.00
NRC		$171.98	$400.00	$131.96	$354.95	$126.34	$169.72	$510.00	$277.07	$510.00
NRC - Disconnect		$135.70	NA	NA	NA	$101.10	$134.08	NA	$42.95	NA

BELLSOUTH RATES
UNBUNDLED NETWORK ELEMENTS

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		RATES BY STATE								
DESCRIPTION	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
NRC - Incremental Charge - Manual Service Order	SOMAN	$25.93	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$16.31	NA	NA	NA	$11.40	$16.05	NA	NA	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month		$18.79	$5.00	$17.05	$16.31	$19.48	$21.58	$155.00	$21.79	Not available pending development of mediation device
NRC		$171.98	$400.00	$131.96	$354.95	$126.34	$169.72	$510.00	$277.07	$510.00
NRC - Disconnect		$135.70	NA	NA	NA	$101.10	$134.08	NA	$42.95	NA
NRC - Incremental Charge - Manual Service Order	SOMAN	$25.93	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	$11.40	$16.05	NA	NA	NA
CCS7 Signaling Termination, per STP port per month		$148.72	$113.00	$133.99	$174.08	$161.99	$161.12	$355.00	$156.33	$355.00
CCS7 Signaling Usage, per ISUP message		$0.00004	$0.0001	$0.0000354	$0.000037893	$0.0000430	$0.0000456	NA	$0.0000452	$0.000023
(applicable when measurement and billing capability exists.)										
CCS7 Signaling Usage, per TCAP message		$0.0001	$0.00004	$0.0000870	$0.000102042	$0.0001052	$0.0001115	NA	$0.0001108	$0.00005
(applicable when measurement and billing capability exists.)										
CCS7 Signaling Usage Surrogate, per link per LATA per mo (9)		$376.12	$64.00	$340.67	$329.98	$406.71	$406.53	NA	$396.55	$395.00
CCS7 Signaling Point Code, Establishment or Change, per STP affected										
NRC		$62.00	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00
OPERATOR CALL PROCESSING										
Operator Provided Call Handling per min - Using BST LIDB	N/A	$1.21	$1.00	$0.9680296	$1.6016	$0.91	$1.19	$1.06	$1.21	NA
Call Completion Access Termination Charge per call attempt	N/A	$0.08	NA	NA	NA	NA	NA	NA	$0.08	NA
Operator Provided Call Handling per min - Using Foreign LIDB	N/A	$1.25	$1.00	$1.02	$1.6249	$0.96	$1.24	$1.06	$1.25	NA
Call Completion Access Termination Charge per call attempt	N/A	$0.08	NA	NA	NA	NA	NA	NA	$0.08	NA
Operator Provided Call Handling, per call	N/A	NA	NA	NA	NA	NA	NA	NA	NA	$0.30
Fully Automated Call Handling per call - Using BST LIDB	N/A	$0.11	$0.10	$0.0776409	$0.0856	$0.10	$0.1072884	$0.09	$0.1115808	$0.15
Fully Automated Call Handling per call - Using Foreign LIDB	N/A	$0.13	$0.10	$0.0976984	$0.1071	$0.12	$0.1253666	$0.09	$0.1293459	$0.15
Professional recording of name (OCP alone)	USOD1	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00
Professional recording of name (DA and OCP alone)	USOD1	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00
DRAM or front-end loading, per TOPS switch	USOD2	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
AABS or back-end loading, per IVS	USOD2	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00
EBAS or 0- automation loading, per NAV shelf	USOD2	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00
Recording Charge per Branded Announcement – Disconnect – Initial	N/A	$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	N/A	$9.61	NA	NA	NA	NA	NA	NA	NA	NA
INWARD OPERATOR SERVICES										
Verification, per minute	N/A	$1.16	NA	$0.921083	NA	$0.86	$1.14	NA	$1.15	NA
Verification and Emergency Interrupt, per minute	N/A	$1.16	NA	$0.921083	NA	$0.86	$1.14	NA	$1.15	NA
Verification, per call	VIL	NA	$0.80	NA	$1.00	NA	NA	$0.54	NA	$0.90
Verification and Emergency Interrupt, per call	N/A	NA	$1.00	NA	$1.111	NA	NA	$0.65	NA	$1.95
DIRECTORY ASSISTANCE SERVICES										
Directory Assist Call Completion Access Svc (DACC), per call attempt	N/A	$0.0598	$0.03	$0.0348712	$0.058	$0.04	$0.0425585	$0.036	$0.0638883	$0.12
Call Completion Access Term charge per completed call	N/A	NA	NA	NA	NA	NA	NA	NA	$0.08	NA
Number Services Intercept per query	N/A	$0.0235	$0.01	$0.0097497	$0.0086	$0.02	$0.0188268	$0.0077	$0.0124036	$0.15
Number Services Intercept per Intercept Query Update	N/A	NA	NA	NA	$0.0055	NA	NA	NA	NA	NA
Directory Assistance Access Service Calls, per call		$0.26	$0.25	$0.2124568	$0.3136	$0.20	$0.2617159	$0.271744	$0.2619983	NA
Professional recording of name (DA alone)		$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00
Professional recording of name (DA and OCP alone)		$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00
DRAM or front-end loading, per TOPS switch		$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
AABS or back-end loading, per IVS		$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00
EBAS or 0- automation loading, per NAV shelf		$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00
Recording Charge per Branded Announcement – Disconnect – Initial	N/A	$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	N/A	$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Directory Transport										
Directory Transport - Local Channel DS1, per month	N/A	$35.52	$43.64	$38.36	$36.32	$43.83	$38.91	BSTs FCC 1 Sec 9	$37.20	$133.81
NRC - 1st	N/A	$503.57	$242.45	$356.15	$637.46	$339.69	$494.83	BSTs FCC 1 Sec 9	$534.81	$868.97
NRC - Add'l	N/A	$442.84	$226.44	$312.89	$546.94	$298.29	$435.28	BSTs FCC 1 Sec 9	$462.81	$486.83

BELLSOUTH RATES
UNBUNDLED NETWORK ELEMENTS

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DESCRIPTION	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
NRC - Disconnect Charge - 1st	N/A	$46.28	NA	NA	NA	$33.02	$46.85	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$32.18	NA	NA	NA	$23.32	$33.02	NA	NA	NA
NRC - Incremental Charge-Manual Svc Order - NRC	SOMAN	$61.99	NA	$44.22	NA	$42.34	$59.58	BSTs FCC 1 Sec 9	$87.99	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	SOMAN	$29.27	NA	NA	NA	$19.48	$27.41	NA	$3.11	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	N/A	$0.6923	$0.6013	$0.4523	$0.45	$0.78	$0.6598	BSTs FCC 1 Sec 9	$0.7598	$23.00
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	N/A	$79.69	$99.79	$78.47	$55.05	$93.40	$74.40	BSTs FCC 1 Sec 9	$94.98	$90.00
NRC - 1st	N/A	$198.15	$45.91	$147.07	$298.18	$140.49	$196.28	BSTs FCC 1 Sec 9	$216.27	$100.49
NRC - Add'l	N/A	$148.18	$44.18	$111.75	$231.18	$106.69	$147.31	BSTs FCC 1 Sec 9	$162.70	$100.49
NRC - Disconnect Charge - 1st	N/A	$25.44	NA	NA	NA	$20.00	$26.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$20.42	NA	NA	NA	$16.34	$21.61	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	BSTs FCC 1 Sec 9	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	BSTs FCC 1 Sec 9	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
Switched Common Transport per DA Access Service per call	N/A	$0.0003	$0.0003	$0.0002906	$0.000175	$0.0003274	$0.0002997	BSTs FCC 1 Sec 9	$0.000327	NA
Switched Common Transport per DA Access Service per call per mile	N/A	$0.00003	$0.00001	$0.0000186	$0.000004	$0.0000175	$0.0000202	BSTs FCC 1 Sec 9	$0.0000303	NA
Access Tandem Switching per DA Access Service per call	N/A	$0.0023	$0.00055	$0.0019152	$0.000783	$0.0025257	$0.0023713	BSTs FCC 1 Sec 9	$0.0024809	NA
DA Interconnection, per DA Access Service Call	N/A	$0.00269	NA	$0.00269	NA	NA	NA	BSTs FCC 1 Sec 9	$0.000269	NA
Directory Transport-Installation NRC, per trunk or signaling connection	N/A									
NRC - 1st	N/A	$260.69	$206.06	$204.23	$501.98	$195.54	$257.73	BSTs FCC 1 Sec 9	$407.81	NA
NRC - Add'l	N/A	$5.95	$4.71	$4.42	$13.32	$4.23	$5.85	BSTs FCC 1 Sec 9	$11.00	NA
NRC - Disconnect Charge - 1st	N/A	$173.46	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$5.95	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$44.22	NA	$130.05	$171.49	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	$4.23	$5.85	NA	NA	NA
Directory Assistance Database Service (DADS)										
Directory Assistance Database Service charge per listing	N/A	$0.0446	$0.001	$0.0445	$0.0193	$0.0443	$0.0447	$0.00072	$0.0444	NA
Directory Assistance Database Service, per month	DBSOF	$128.55	$100.00	$95.50	$120.76	$90.54	$126.17	$97.39	$127.23	NA
Direct Access to Directory Assistance Service (DADAS)										
Direct Access to Directory Assistance Service, per month	DBSDS	$7,055.00	$5,000.00	$5,254.00	$7,235.01	$4,982.00	$6,926.00	$5,000.00	$6,983.00	NA
Direct Access to Directory Assistance Service, per query	DBSDA	$0.0472685	$0.01	$0.0469016	$0.0052	$0.0460	$0.0461336	$0.023	$0.0468212	NA
Direct Access to Directory Assistance Service, svc estab charge	DBSDE									
NRC	DBSDE	$1,118.00	$820.00	$788.24	$1,186.94	$786.82	$1,097.00	$1,000.00	$1,173.00	NA
NRC - Disconnect	DBSDE	$81.83	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	$57.23	$80.52	NA	NA	NA
AIN (10)										TBD
AIN, per message	CAM	NA	$0.00004 (interim)	NA	NA	NA	NA	NA	NA	NA
AIN - BellSouth AIN SMS Access Service	CAM								NA	NA
Service Establishment Charge, per state, initial set-up										
NRC	CAMSE	$197.49	NA	$90.25	NA	$153.31	$174.03	NA	$296.16	NA
NRC - Disconnect	CAMSE	$114.22	NA	NA	NA	$78.06	$135.96	NA	NA	NA
Port Connection - Dial/Shared Access										
NRC	CAMDP	$64.05	NA	$29.66	NA	$50.07	$53.47	NA	$87.29	NA
NRC - Disconnect	CAMDP	$27.04	NA	NA	NA	$18.61	$37.70	NA	NA	NA
Port Connection - ISDN Access										

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DESCRIPTION	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
NRC	CAM1P	$64.05	NA	$29.66	NA	$50.07	$53.47	NA	$87.29	NA
NRC - Disconnect	CAM1P	$27.04	NA	NA	NA	$18.61	$37.70	NA	NA	NA
User ID Codes - per User ID Code										
NRC	CAMAU	$141.84	NA	$84.43	NA	$104.95	$129.83	NA	$202.08	NA
NRC - Disconnect	CAMAU	$70.05	NA	NA	NA	$48.95	$79.91	NA	NA	NA
Security Card per User ID Code, initial or replacement										
NRC	CAMRC	$142.13	NA	$35.44	NA	$125.33	$131.54	NA	$172.26	NA
NRC - Disconnect	CAMRC	$35.26	NA	NA	NA	$24.40	$45.77	NA	NA	NA
Storage, per unit (100Kb)	N/A	$0.0026	NA	$0.0023	NA	$0.0029	$0.0029	NA	$0.0028	NA
Session per minute	N/A	$0.0892	NA	$0.0795604	NA	$0.10	$0.0975650	NA	$0.0942966	NA
C0. Performed Session, per minute	N/A	$2.08	NA	$2.08	NA	$1.97	$2.09	NA	$2.07	NA
AIN - BellSouth AIN Toolkit Service										
AIN, Service Creation Tools	CAMBP	NA	TBD	NA	NA	NA	NA	NA	NA	NA
Service Establishment Charge, per state, initial set-up										
NRC	BAPSC	$192.69	NA	$86.74	NA	$153.25	$169.31	NA	$291.41	NA
NRC - Disconnect	BAPSC	$114.22	NA	NA	NA	$78.05	$135.96	NA	NA	NA
Training Session, per customer										
NRC	BAPVX	$8,363.00	NA	$8,348.00	NA	$8,315.00	$8,379.00	NA	$8,333.00	NA
NRC - Disconnect	BAPVX	NA	NA	NA	NA	NA	NA	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt										
NRC	BAPTT	$49.64	NA	$19.13	NA	$41.08	$39.30	NA	$73.02	NA
NRC - Disconnect	BAPTT	$27.04	NA	NA	NA	$18.60	$37.70	NA	NA	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay										
NRC	BAPTD	$49.64	NA	$114.80	NA	$41.08	$39.30	NA	$73.02	NA
NRC - Disconnect	BAPTD	$27.04	NA	NA	NA	$18.60	$37.70	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate										
NRC	BAPTM	$49.64	NA	$19.13	NA	$41.08	$39.30	NA	$73.02	NA
NRC - Disconnect	BAPTM	$27.04	NA	NA	NA	$18.60	$37.70	NA	NA	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP										
NRC	BAPTO	$117.98	NA	$70.06	NA	$92.99	$106.90	NA	$150.25	NA
NRC - Disconnect	BAPTO	$37.90	NA	NA	NA	$26.73	$48.44	NA	NA	NA
Trigger Access Charge, per trigger, per DN, CDP										
NRC	BAPTC	$117.98	NA	$70.06	NA	$92.99	$106.90	NA	$150.25	NA
NRC - Disconnect	BAPTC	$37.90	NA	NA	NA	$26.73	$48.44	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Feature Code										
NRC	BAPTF	$117.98	NA	$70.06	NA	$92.99	$106.90	NA	$150.25	NA
NRC - Disconnect	BAPTF	$37.90	NA	NA	NA	$26.73	$48.44	NA	NA	NA
Query Charge, per query	N/A	$0.024	NA	$0.0209223	NA	$0.03	$0.0256138	NA	$0.0250662	NA
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	N/A	$0.006	NA	$0.0053137	NA	$0.0065	$0.0065161	NA	$0.0062979	NA
SCP Storage Charge, per SMS Access Acct, per 100 Kb	N/A	$1.63	NA	$1.46	NA	$1.79	$1.79	NA	$1.73	NA
Monthly Report - per AIN Toolkit Service Subscription	BAPMS	$16.00	NA	$15.96	NA	$15.89	$16.01	NA	$15.93	NA
NRC	BAPMS	$44.56	NA	$22.64	NA	$34.61	$44.02	NA	$72.15	NA
NRC - Disconnect	BAPMS	$31.84	NA	NA	NA	$21.97	$31.28	NA	NA	NA
Special Study - per AIN Toolkit Service Subscription	BAPLS	$0.10	NA	$0.0861109	NA	$0.08	$0.0810536	NA	$0.0872769	NA
NRC	BAPLS	$47.74	NA	$22.64	NA	$37.77	$47.21	NA	$47.35	NA
NRC - Disconnect	BAPLS	$15.90	NA	NA	NA	NA	NA	NA	NA	NA
Call Event Report - per AIN Toolkit Service Subscription	BAPDS	$15.90	NA	$15.87	NA	$15.81	$15.93	NA	$15.84	NA
NRC	BAPDS	$44.56	NA	$22.64	NA	$34.61	$44.02	NA	$72.15	NA
NRC - Disconnect	BAPDS	$31.84	NA	NA	NA	$21.97	$31.28	NA	NA	NA
Call Event special Study - per AIN Toolkit Service Subscription	BAPES	$0.003	NA	$0.0028704	NA	$0.0026	$0.0027018	NA	$0.0029092	NA
NRC	BAPES	$47.74	NA	$22.64	NA	$37.77	$47.21	NA	$47.35	NA
NRC - Disconnect	BAPES	$15.90	NA	NA	NA	$37.77	NA	NA	NA	NA
CALLING NAME (CNAM) QUERY SERVICE										
CNAM (Database Owner), Per Query	N/A	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016
CNAM (Non-Database Owner), Per Query	N/A	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01
NRC, applicable when OptiLink uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database	N/A	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00
DARK FIBER										
Per each four-fiber dry fiber arrangement	UBNAX									

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DESCRIPTION		**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
	NRC - 1st	UBNAX	$1,893.00	NA	$1,355.29	$1,808.19	NA	NA	$2,298.00	$2,406.00	$1,808.19
	NRC - Add'l	UBNAX	$368.21	NA	$273.69	$922.95	NA	NA	$737.85	$765.30	$922.95
Per each fiber strand per route mile or fraction thereof, per month		UBNAX	NA	NA	NA	$241.00	NA	NA	NA	NA	$241.00
Per four fiber strands, per route mile or fraction thereof, per month		UBNAX	$59.84	NA	$44.22	NA	NA	NA	$56.53	$72.45	NA
	NRC - Disconnect – 1st	UBNAX	$625.66	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Disconnect – Add'l	UBNAX	$466.87	NA	NA	NA	NA	NA	NA	NA	NA
Per four fiber strands, per route foot or fraction thereof, per month		UBNAX	NA	NA	$0.0084318	NA	NA	NA	NA	NA	NA
SELECTIVE ROUTING (11)											
Per Line or PBX Trunk, each			NA	NA	NA	$10.00 (Interim Rate)	NA	NA	NA	NA	TBD
	NRC		NA	NA	NA	NA	NA	NA	NA	NA	TBD
Customized routing per unique line class code, per request, per switch							NA	NA	NA	NA	NA
	NRC		$230.60	NA	$180.62	NA	NA	$227.99	NA	$226.22	NA
	NRC - Incremental Charge - Manual Service Order		$25.93	NA	$18.94	NA	NA	$253.51	NA	$27.84	NA

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.

1	In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.
2	Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.
3	Access to B Channel or D Channel Packet capabilities will be available only through BFR/NBR Process. Rates for the packet capabilities will be determined via the BFR/NBR Process.
4	This rate element is for those states which have a specific rate for User Profile per B Channel.
5	When CLEC buys the switch at the unbundled element rate it will receive vertical services at no additional charge, but when it buys combinations of elements to produce a BellSouth retail service, and thus comes under the resale pricing provisions, it must also pay the wholesale rate for vertical services, if those services are in the retail tariff on the effective date of the agreement. Vertical services which are not in the retail tariff but which can be provided by the switch will be available at no additional charges. (NC)
6	This rate element is for use in those states with a different rate for additional minutes of use.
7	BellSouth and CLEC shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges. (FL)
8	This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.
9	This charge is only applicable where signaling usage measurement or billing capability does not exist.
10	Prices for AIN to be determined upon development of mediation device. (TN)
11	Price for Line Class Codes for Selective Routing shall be determined by the TRA. (TN)

Attachment 3

Local Interconnection

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EXHIBIT A -- RATES ..... Exhibit A

Local Interconnection

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

BellSouth shall provide OptiLink interconnection with BellSouth's network for the transmission and routing of telephone exchange service and exchange access on the following terms:

1. Local Traffic Exchange

1.1 Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling areas as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Local Traffic does not include traffic that originates from or terminates to an enhanced service provider or information service provider.

1.2 Interconnection Points. Local interconnection is available at any technically feasible point within BellSouth's network. Interconnection is currently available at the following points:

1.2.1 Trunk-side of local switch.

1.2.2 Trunk interconnection points for tandem switch.

1.2.3 Central office cross-connect points.

1.2.4 Out-of-band signal transfer points.

1.2.5 Interconnection at applicable unbundled network element points is also available.

1.2.6 BellSouth may provide local interconnection at any other technically feasible point. Requests for interconnection at other points may be made through the Bona Fide Request/New Business Request process set out in Attachment 9.

1.3 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 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 intermediary traffic. Effective on the first of January, April, July and October of each year, BellSouth and OptiLink shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate local usage compensation to be paid.

1.3.1 Percentage Interstate Usage. For combined interstate and intrastate OptiLink traffic terminated by BellSouth over the same facilities, OptiLink will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to OptiLink. 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. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate local usage compensation to be paid.

1.4 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 OptiLink shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished 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 auditory paid for by the party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

1.5 Unidentified local traffic. OptiLink shall utilize its NPA/NXXs in such a way and will provide the necessary information so that BellSouth shall be able to distinguish Local from IntraLATA Toll traffic for BellSouth customers. OptiLink end users' assigned NPA/NXX line numbers shall be physically located in the BellSouth rate center with which the NPA/NXX has been associated. Whenever BellSouth delivers traffic to OptiLink for termination on OptiLink's network, if BellSouth cannot determine, because of the manner in which OptiLink has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth will make appropriate billing adjustments if OptiLink can provide sufficient information for BellSouth to determine whether said traffic is local or toll.

1.6 Intermediary Tandem Switching. BellSouth will provide intermediary tandem switching and transport services for OptiLink's connection of its end user to a local end user of a telecommunications carrier where both the CLEC and telecommunications carrier are connected at the same tandem. Rates for intermediary tandem switching and transport will be as set forth in Exhibit A to this Attachment. The Parties agree that any billing to another telecommunication carrier under this section shall be pursuant to MECAB procedures.

1.7 Mutual Provision of Access Service. When BellSouth and OptiLink provide an access service connection between an interexchange carrier ("IXC") and each other, each party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the end office function. BellSouth will use the Multiple Exchange Carrier Access Billing system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. Each company will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.

1.7.1 Where either company has been notified that the other company has a Billing Guarantee Practice, each company so notified (the Initial Billing Company or the recording company) will be held liable for any access revenues which it has caused to be determined unbillable under the guidelines of such Billing Guarantee Practice of the other company. Each

company will provide complete documentation to the other to substantiate any claim of unbillable access revenues. A negotiated settlement will be agreed upon between the companies.

1.7.2 Each company will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

1.7.3 Each 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.

1.7.4 Each company also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.

1.7.5 All claims should be filed with the other company within 120 days of the receipt of the date of the unbillable usage.

1.7.6 The Initial Billing 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 Company 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 Company. Each company 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.

1.8 Rates. Rates for interconnection for local traffic on the BellSouth network as set out in this section are set out in Exhibit A to this Attachment. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in the applicable Party's Commission approved tariff or as negotiated by the parties upon request by either party.

Compensation for interconnection is reciprocal, as set out in Section 8 of this Attachment.

2. Exchange of intraLATA toll traffic

Exchange of intraLATA toll traffic between BellSouth and OptiLink networks shall occur as follows:

2.1 IntraLATA Toll Traffic. IntraLATA toll traffic is traffic that is not Local Traffic as defined in Section 1.1 above.

2.2 Compensation for intraLATA toll traffic. For terminating its toll traffic on the other company's network, the originating party will pay the terminating party the terminating Party's Commission approved.current intrastate or interstate, whichever is appropriate, terminating switched access tariff rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. The appropriate charges will be determined by the routing of the call. If OptiLink is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses OptiLink as an interexchange carrier on a 101XXXX basis, BellSouth will charge OptiLink the appropriate BellSouth tariff charges for originating switched access services.

2.3 Additional Interconnection. To the extent OptiLink provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end offices outside the local calling area.

2.4 Compensation for 800 Traffic. Each party shall compensate the other pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party.

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

2.6 800 Access Screening. Should OptiLink require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. OptiLink shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. OptiLink will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended

3. Methods of Interconnection

Interconnection for telephone exchange service and exchange access shall be either at BellSouth access tandems, local tandems and/or at BellSouth end offices within a local calling area or other authorized area

(e.g., an Extended Area Service Zone), or by multiple tandem access as set forth in 3.1. Interconnection is available through: (1) virtual collocation; (2) physical collocation; (3) interconnection via purchase of facilities from either party by the other company; and (4) Fiber Meet arrangement as defined in this agreement.

3.1 Multiple Tandem Access. BellSouth multiple tandem access (MTA) applies to the termination of OptiLink-originated traffic and does not apply to traffic OptiLink receives from other parties or to switched access traffic. Within each LATA, OptiLink must interconnect at all BellSouth access tandems where OptiLink NXXs are "homed." However, if OptiLink does not have NXXs homed at each BellSouth access tandem within a LATA and elects not to interconnect at such BellSouth access tandems where no NXXs are homed, OptiLink must order MTA in each BellSouth access tandem within the LATA where it interconnects to the extent it desires to terminate traffic to customers served through BellSouth access tandems in the LATA to which OptiLink has not interconnected. MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

With MTA, both parties agree that mutual and reciprocal compensation for local traffic will be based on the Local Interconnection (Call Transport and Termination) rates specified in Exhibit A to this Attachment on a statewide basis.

3.2 Fiber Meet

3.2.1 If OptiLink elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, OptiLink and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of local traffic via a Local Channel facility at either the DS0, DS1, or DS3 level and shall be ordered via an Access Services Request ("ASR") in the initial phase of this offering. The Parties shall work jointly to determine the specific transmission system. However, OptiLink's SONET transmission must be compatible with BellSouth's equipment in the serving wire center. The same vendor's equipment and software version must be used, and the Data Communications Channel (DCC) must be turned off.

3.2.2 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

3.2.3 OptiLink shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the OptiLink Interconnection Wire Center ("OptiLink Wire Center").

3.2.4 BellSouth shall designate a Point of Interface outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable OptiLink to deliver, fiber optic facilities into the Point of Interface with sufficient spare length to reach the fusion splice point at the Point of Interface. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interface. A Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code established must be a building type code. All orders shall originate from the Point of Interface (i.e., Point of Interface to OptiLink, Point of Interface to BellSouth).

3.2.5 OptiLink shall deliver and maintain such strands wholly at its own expense. Upon verbal request by OptiLink, BellSouth shall allow OptiLink access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

3.2.6 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

3.2.7 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

3.2.8 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection if applicable will apply. Charges for Switched and Special Access Services shall be billed in accordance with the applicable Access Service tariff (i.e. the BellSouth Interstate or Intrastate Access Services Tariff).

4. Trunk Groups

BellSouth and OptiLink shall establish interconnecting trunk groups between networks. Trunks may be either one-way or two-way. Two-way trunking may be provided by BellSouth consistent with BellSouth engineering specifications. Local and intraLATA traffic only may be routed over the same one-way trunk group. All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and OptiLink shall be as set forth in Section E.6 of the appropriate BellSouth intrastate or interstate access tariff. Requests for alternative trunking arrangements may require submission of a Bona Fide Request/New Business Request via the BFR/NBR Process set forth in Attachment 9.

5. Network Design and Management for Interconnection

5.1 Network Management and Changes. Both parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

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 Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point utilized for voice transmission. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off 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 with each other to apply sound network management principles by invoking appropriate network management controls, *e.g.*, call gapping, to alleviate or prevent network congestion.

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

5.6 Forecasting Requirements.

5.6.1 The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas.

5.6.2 Both parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecast of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. Section 5.6.3 contains guidelines regarding trunk forecasts, the forecast meetings and meeting intervals, that the Parties can use to form the basis of their agreement. The Parties agree that each forecast provided under this Section 5.6.2 shall be deemed "Confidential Information" under Section 9 of the General Terms and Conditions – Part A of this Agreement.

5.6.3 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" under Section 9 of the General Terms and Conditions of this Agreement.

5.6.4 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.

5.7 Call Information. BellSouth and OptiLink 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.

6. Parity in Ordering and Provisioning

BellSouth shall provide interconnection ordering and provisioning services to OptiLink that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the Local Interconnection and Facility Based Ordering Guide.

7. Local Dialing Parity

Each party shall provide local dialing parity, meaning that each party's customers will not have to dial any greater number of digits than the other party's customers to complete the same call. In addition, under equivalent interconnection arrangements, OptiLink local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

8. Local Interconnection Compensation

8.1 The Parties shall provide for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on each other's network. The parties agree that charges for transport and termination of calls on its respective networks are as set forth in Exhibit A to this Attachment. When BellSouth chooses to purchase common transport from OptiLink for delivery of BellSouth originated traffic to OptiLink, BellSouth will pay OptiLink for transporting BellSouth originated traffic from OptiLink's point of presence located within the LATA in which the call originated to the V & H coordinates of the OptiLink terminating NPA/NXX in the same LATA.

8.2 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this agreement to a terminating carrier. The delivery of this traffic is contingent upon OptiLink negotiating and executing valid contractual agreements or the placement of valid orders with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier. An agreement or valid order with the terminating carrier will be established prior to the delivery of any transit traffic to BellSouth destined for the particular carrier's network. Further, OptiLink agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of OptiLink for which a valid contract or order has not been established. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

8.3 Interconnection with Enhanced Service Providers (ESPs)/Information Service Providers (ISPs). ESP/ISP traffic shall not be included in the local interconnection compensation arrangements of this Agreement.

9. Compensation For Local Interconnection (Call Transport And Termination)

9.1 The prices that OptiLink and BellSouth shall pay each other for the termination of local calls are set forth in Exhibit A to this Attachment.

9.2. True-up

This section applies only to North Carolina and Tennessee.

The interim prices for Unbundled Network Elements, Local Interconnection and Ancillary Services referenced above shall be subject to true-up according to the following procedures:

9.2.1. The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.

9.2.2. 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 11 of the General Terms and Conditions 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.

9.2.3. 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 CLEC is 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 unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

10. Frame Relay Service

In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and OptiLink's frame relay switches as set forth below.

10.1 The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which OptiLink is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between OptiLink and BellSouth Frame Relay Switches in the same LATA.

10.2 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 ("POI(s)") within the LATA. All POIs 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 Section 18.4.1.

10.3 Upon the request of either Party, such interconnection will be established where BellSouth and OptiLink 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.

10.3.1 The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the POIs.

10.3.2 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:

10.3.2.1 If the data packets originate and terminate in locations in the same LATA, and 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").

10.3.2.2 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").

10.3.2.3 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, OptiLink 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 OptiLink that it has found that this method does not adequately represent the PLCU.

10.3.2.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.

10.4 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and OptiLink 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. OptiLink will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of OptiLink's PLCU.

10.5 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 OptiLink will pay, the total non-recurring and recurring charges for the NNI port. OptiLink will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by OptiLink's PLCU.

10.6 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).

10.7 For the PVC segment between the OptiLink and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.

10.8 Compensation for PVC rate elements will be calculated as follows:

10.8.1 If OptiLink orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the OptiLink Frame Relay switch, BellSouth will invoice, and OptiLink will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and OptiLink Frame Relay switches. If the VC is a Local VC, OptiLink 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 OptiLink for the PVC segment.

10.8.2 If BellSouth orders a Local VC connection between an OptiLink subscriber's PVC segment and a PVC segment from the OptiLink Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and OptiLink will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and OptiLink Frame Relay switches. If the VC is a Local VC, OptiLink 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 OptiLink for the PVC segment.

10.8.3 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.

10.8.3.1 If OptiLink requests a change, BellSouth will invoice and OptiLink will pay a Feature Change charge for each affected PVC segment.

10.8.3.2 If BellSouth requests a change to a Local VC, OptiLink will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.

10.8.4 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.

10.8.5 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 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.

10.9 OptiLink will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 10.3.2.3 above.

10.10 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.

10.11 If during the term of this Agreement, BellSouth obtains authority to provide interLATA Frame Relay in any State, the Parties agree to renegotiate this arrangement for the exchange of Frame Relay Service Traffic within one hundred eighty (180) days of the date BellSouth receives interLATA authority. In the event the Parties fail to renegotiate this Section 18 within the one hundred eighty day period, they will submit this matter to the appropriate State commission(s) for resolution.

11. Operational Support Systems (OSS) Rates

The parties agree that Electronic Interface (EI) costs and manual work done by the LCSC will be recovered on a "per LSR' basis, with an individual LSR identified by its Purchase Order Number (PON). The CLEC will be assessed either the manual or mechanized charge for most accepted LSRs submitted to BellSouth. Manually submitted UNE LSRs will not incur the manual LSR charge in states that have a separate UNE manual additive. CLECs will be charged the manual rate for most LSRs submitted by mail, courier, fax, etc. CLECs will be charged the mechanized rate for LSRs submitted over any of the mechanized systems (e.g. LENS, EDI, EDI-PC, and TAG).

A. Bill a single mechanized CLEC EI charge for each resale LSR delivered over an electronic interface. This charge recovers the development and expense costs associated with the CLEC EIs that are allocated to resale LSR volumes, as well as the manual processing associated with mechanized requests that "fall out" in the LCSC for manual handling.
B. Bill the same mechanized CLEC EI charge for each UNE LSR delivered over an electronic interface.
C. Bill a single manual LSR charge for each resale LSR delivered manually that reflects the costs associated with the manual processing of those LSRs in the LCSC.
D. Bill the same manual LSR charge for each manually submitted UNE LSR in those states that do not have a per element UNE non-recurring manual additive.
E. Establish a transitional plan to bill the mechanized LSR charge for manual LSRs for CLECs who submit a significant proportion of their total LSR volume on a mechanized basis. This volume threshold will increase each year and be eliminated in 2002. This arrangement may be superceded by BellSouth with an LSR-specific process that would apply the mechanized LSR rate to only those manual LSRs which cannot be submitted over a mechanized system.

The regional average pricing plan establishes averaged prices that are the same regardless of:

- CLEC EI system used
- Action being requested on the LSR (order, change, deny, restore, cancel, disconnect, etc.)
- Number of supplements or clarifications received
- Number of service orders result from the LSR

Some CLECs presently provide lists of customers to be denied and restored, rather than individual LSRs. However, since each location on the list must have a separate PON, they will be billed as separate manual LSRs.
A CLEC will be charged for an accepted LSR that is later canceled by the CLEC.

At the present time, five states (AL, GA, LA, MS, SC) have a manual NRC additive per element for UNEs. This manual additive supercedes the manual LSR charge for manual UNE LSRs. Until the other four states adopt this methodology, BellSouth proposes that the manual LSR charge apply for manual UNE LSRs in those states.

UNEs

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS Order charge, per LSR received from OptiLink by one of the OSS interactive interfaces	$3.50	$3.50
Incremental charge per LSR received from OptiLink by means other than one of the OSS interactive interfaces	See applicable rate element	$19.99

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

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

Year	Ratio: Mechanized/Total LSRs
1999	70%
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 CLEC's 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 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

The Parties agree that any charges BellSouth is unable to bill on April 15, 1999 will be trued up on or about July 1, 1999.

BELLSOUTH RATES
LOCAL INTERCONNECTION

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

		RATES BY STATE								
DESCRIPTION	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)										
End Office Switching, per mou	N/A	$0.0018	NA	$0.0016333	$0.002562	NA	$0.0023771	$0.004	$0.0019295	$0.0019
Direct Local Interconnection, per mou (same as End Office Switching in FL & LA)		NA	$0.002	NA	NA	$0.00209	NA	NA	NA	NA
Tandem Switching, per mou	N/A	$0.00063	$0.00029	$0.0006757	$0.001096	NA	$0.0007834	$0.0015	$0.0006843	$0.000676
Tandem Switching (assumes 5 miles of transport per mou)	N/A	NA	NA	NA	NA	$0.00430	NA	NA	NA	NA
Tandem Local Interconnection, per mou (includes end office switching element)		NA	$0.00325	NA	NA	$0.00639	NA	NA	NA	NA
Multiple Tandem Switching, per mou (applies to initial tandem only), effective 10/99		NA	$0.00125	NA	NA	$0.00430	NA	NA	NA	NA
Local Intermediary, per mou (applies to transit only)		NA	$0.00125	NA	NA	$0.00430	NA	NA	NA	NA
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and OptiLink shall be as set forth in Party's respective Commission Approved intrastate access tariffs.		BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates
Tandem Intermediary Charge, per mou*	N/A	$0.0015	NA	NA	$0.001096	NA	NA	NA	NA	NA
*(This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)										
INTEROFFICE TRANSPORT										
Common (Shared) Transport										
Common (Shared) Transport per mile per mou	N/A	$0.00001	$0.000012	$0.000008	$0.0000049	$0.0000083	$0.0000091	$0.00004	$0.0000121	$0.00004
Common (Shared) Transport Facilities Termination per mou	N/A	$0.00045	$0.005	$0.0004152	$0.000426	$0.00047	$0.0004281	$0.00036	$0.0004672	$0.00036
Interoffice Transport - Dedicated - VG										
Interoffice Transport - Dedicated - 2-Wire VG - per mile	UEA	$0.03390	NA	$0.0222	NA	$0.0384	$0.0323	NA	$0.0373	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	UEA	$18.49	NA	$17.07	NA	$19.10	$21.33	NA	$21.42	NA
NRC - 1st	UEA	$107.11	NA	$79.61	NA	$76.20	$106.72	NA	$136.44	NA
NRC - Add'l	UEA	$48.27	NA	$36.08	NA	$34.54	$48.83	NA	$51.37	NA
NRC - Disconnect Charge - 1st	UEA	$37.16	NA	NA	NA	$28.03	$38.05	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEA	$5.88	NA	NA	NA	$5.37	$7.23	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	UEA	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Add'l	UEA	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	UEA	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	UEA	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS										
Interoffice Transport - Dedicated - DS0 - per mile per month	UDL	$0.0339	NA	$0.0222	NA	$0.0384	$0.0323	$3.95	$0.0373	$1.90
Interoffice Transport - Dedicated - DS0 - facilities termination per month	UDL	$17.81	NA	$16.45	NA	$18.37	$20.64	$38.37	$20.71	$38.37
NRC - 1st	UDL	$107.11	NA	$79.61	NA	$76.20	$106.72	$24.01	$136.44	TBD
NRC - Add'l	UDL	$48.27	NA	$36.08	NA	$34.54	$48.83	$24.01	$51.37	TBD
NRC - Disconnect Charge - 1st	UDL	$37.16	NA	NA	NA	$28.03	$38.05	NA	NA	NA
NRC - Disconnect Charge - Add'l	UDL	$5.88	NA	NA	NA	$5.37	$7.23	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	UDL	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Add'l	UDL	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	UDL	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	UDL	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS1										
Interoffice Transport - Dedicated - DS1 - per mile per month	USL	$0.69	$0.6013	$0.4523	$0.45	$0.7831	$0.6598	$23.00	$0.7598	$23.00
Interoffice Transport - Dedicated - DS1 - facilities termination per month	USL	$79.69	$99.79	$78.47	$55.05	$93.40	$74.40	$90.00	$94.98	$90.00
NRC - 1st	USL	$198.15	$45.91	$147.07	$298.18	$140.49	$196.28	$100.49	$216.27	$100.49
NRC - Add'l	USL	$148.18	$44.18	$111.75	$231.23	$106.69	$147.31	$100.49	$162.70	$100.49
NRC - Disconnect Charge - 1st	USL	$25.44	NA	NA	NA	$20.00	$26.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	USL	$20.42	NA	NA	NA	$16.34	$21.61	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	USL	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Add'l	USL	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	USL	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	USL	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS3										
Interoffice Transport - Dedicated - DS3 - per mile per month	UE3	$12.56	$11.00	$7.45	$12.57	$17.07	$15.02	$175.00	$40.00	$7.21
Interoffice Transport - Dedicated - DS3 - facilities termination per month	UE3	$771.60	$1,083.00	$806.17	$1,204.00	$1,218.00	$744.38	$1,200.00	$600.00	$910.85
NRC - 1st	UE3	$829.37	$806.00	$806.00	$806.00	$806.00	$686.74	$67.19	$67.19	$806.00

BELLSOUTH RATES
LOCAL INTERCONNECTION

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

		RATES BY STATE								
DESCRIPTION	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
NRC - Add'l	UE3	$403.38	$588.00	$588.00	$588.00	$588.00	$477.76	$67.19	$67.19	$588.00
NRC - Disconnect Charge - 1st	UE3	$132.56	NA	NA	NA	NA	$125.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	UE3	$129.07	NA	NA	NA	NA	$118.79	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	UE3	$70.10	NA	NA	NA	NA	$64.97	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	UE3	$70.10	NA	NA	NA	NA	$64.97	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	UE3	$30.09	NA	NA	NA	NA	$27.08	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	UE3	$30.09	NA	NA	NA	NA	$27.08	NA	NA	NA
Local Channel - Dedicated										
Local Channel - Dedicated - 2-Wire VG	N/A	$14.61	NA	$13.91	NA	$14.94	$17.83	NA	$16.83	NA
NRC - 1st	N/A	$494.65	NA	$362.95	NA	$347.49	$487.62	NA	$554.00	NA
NRC - Add'l	N/A	$84.44	NA	$62.40	NA	$59.75	$84.35	NA	$88.58	NA
NRC - Disconnect Charge - 1st	N/A	$77.81	NA	NA	NA	$53.68	$77.69	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$7.63	NA	NA	NA	$6.60	$8.95	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	N/A	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$43.75	NA
NRC - Incremental Charge - Manual Service Order - Add'l	N/A	$18.73	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	N/A	$17.75	NA	NA	NA	$11.40	$16.05	NA	NA	NA
Local Channel - Dedicated - 4-Wire VG	N/A	$15.77	NA	$14.99	NA	$16.21	$19.03	NA	$18.05	NA
NRC - 1st	N/A	$502.43	NA	$368.44	NA	$352.75	$495.25	NA	$562.46	NA
NRC - Add'l	N/A	$86.68	NA	$64.05	NA	$61.33	$86.56	NA	$91.57	NA
NRC - Disconnect Charge - 1st	N/A	$78.71	NA	NA	NA	$54.36	$78.58	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$8.53	NA	NA	NA	$7.28	$9.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	N/A	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$43.75	NA
NRC - Incremental Charge - Manual Service Order - Add'l	N/A	$18.73	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	N/A	$17.75	NA	NA	NA	$11.40	$16.05	NA	NA	NA
Local Channel - Dedicated - DS1	N/A	$35.52	$44.35	$38.36	NA	$43.80	$38.91	NA	$37.20	$133.81
NRC - 1st	N/A	$503.57	$246.50	$356.15	NA	$348.56	$494.83	NA	$534.81	$868.97
NRC - Add'l	N/A	$442.84	$230.49	$312.89	NA	$300.30	$435.28	NA	$462.81	$486.83
NRC - Disconnect Charge - 1st	N/A	$46.28	NA	NA	NA	$24.15	$46.85	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$32.18	NA	NA	NA	$21.31	$33.02	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	N/A	$61.95	NA	$44.22	NA	$42.34	$59.58	NA	$87.99	NA
NRC - Incremental Charge - Manual Service Order - Add'l	N/A	NA	NA	NA	NA	NA	NA	NA	$3.11	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	N/A	$29.27	NA	NA	NA	$19.48	$27.41	NA	NA	NA
Local Channel - Dedicated – DS3	N/A	NA	NA	NA	NA	NA	$533.33	NA	NA	NA
NRC - 1st	N/A	NA	NA	NA	NA	NA	$526.67	NA	NA	NA
NRC - Add'l	N/A	NA	NA	NA	NA	NA	$493.71	NA	NA	NA
NRC - Disconnect Charge - 1st	N/A	NA	NA	NA	NA	NA	$42.41	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	NA	NA	NA	NA	NA	$40.87	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	N/A	NA	NA	NA	NA	NA	$31.49	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	N/A	NA	NA	NA	NA	NA	$31.49	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	N/A	NA	NA	NA	NA	NA	$25.35	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	N/A	NA	NA	NA	NA	NA	$25.35	NA	NA	NA

NOTES:

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in the Party's applicable Commission approved tariff or as negotiated by the parties upon request by either party.

Attachment 4

Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

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

1. SCOPE OF ATTACHMENT

1.1 Right to occupy. BellSouth hereby grants to OptiLink a right to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size and dimension which is specified by OptiLink and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth will design and construct a wall or other delineation to establish a clear division between the Collocation Space and other areas of the Premises dedicated to BellSouth's use, hereinafter, "Common Area". BellSouth will prorate the costs for such common area construction pursuant to Section 4.7 following.

1.2 Use of space. OptiLink shall use the Collocation Space for the purposes of installing, maintaining and operating OptiLink's equipment (to include testing and monitoring equipment) which is used to interconnect with BellSouth services and facilities for the provision of telecommunications services. Pursuant to Article 3 following, OptiLink may at its option, place OptiLink-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, OptiLink may connect to other interconnectors within the designated BellSouth Premises (including to its own virtual or physical collocated arrangements) through facilities designated by OptiLink. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.3 No right to sublease. OptiLink may not provide or make available space within the collocation space to any third party. Any violation of this provision shall be deemed a material breach of this Agreement.

1.4 Rates and charges. OptiLink agrees to pay the rates and charges identified at Exhibit A attached hereto.

1.5 Availability of Space. BellSouth will permit OptiLink to physically collocate, pursuant to the terms of this Agreement, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or due to technical infeasibility. Such determinations shall be subject to the following condition: after notifying OptiLink that BellSouth has no available space in a particular Premises, BellSouth must timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth will maintain a waiting list of customers on a first come, first served basis. 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. BellSouth will post a Carrier Notification letter on BellSouth's Interconnection website as a general notice that space in a Premises has become available. Upon request BellSouth will advise OptiLink as to its position on the list. Notwithstanding the foregoing, should any state regulatory agency impose a different procedure regarding the assignment of space in a

Premises where space has been previously unavailable, that procedure shall supersede the requirements set forth herein.

1.6 Term. The term of this Agreement shall be for an initial period of two (2) years, beginning on the Agreement date stated above and ending two (2) years later on the month and day corresponding to such date.

2. OCCUPANCY

2.1 Commencement Date. The "Commencement Date" shall be the day OptiLink's equipment becomes operational as described in Article 2.2, following.

2.2 Occupancy. BellSouth will notify OptiLink in writing that the Collocation Space is ready for occupancy. OptiLink must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. OptiLink must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. If OptiLink fails to place operational telecommunications equipment in the Collocation Space within 180 days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event OptiLink's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to OptiLink with respect to said Collocation Space. Termination of OptiLink's rights to the Collocation Space pursuant to this paragraph shall not operate to release OptiLink from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Agreement. For purposes of this paragraph, OptiLink's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

2.3 Termination. OptiLink may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, OptiLink at its expense shall remove its equipment and other property from the Collocation Space. OptiLink shall have thirty (30) days from the termination date to complete such removal; provided, however, that OptiLink shall continue payment of monthly fees to BellSouth until such date as OptiLink has fully vacated the Collocation Space. Should OptiLink fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of OptiLink at OptiLink's expense and with no liability for damage or injury to OptiLink's property unless caused by the gross negligence or intentional misconduct of BellSouth.

3. USE OF COLLOCATION SPACE

3.1 Equipment Type. BellSouth permits the placement of equipment in the Physical Collocation arrangement where such equipment is utilized for the purposes of providing telecommunication services through interconnection or through access to unbundled network elements. Where that equipment can also provide information services, the telecommunications carrier may offer information services through the same arrangement, so long as it is also offering

telecommunications services through the same arrangement. BellSouth will not permit collocation of equipment that will be used only to provide enhanced services or information services. BellSouth will not accept collocation requests from entities that are not telecommunications carriers

3.1.1 Such equipment must at a minimum meet the following BellCore Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the Bellcore 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.

3.1.2 OptiLink shall not use the Collocation Space for marketing purposes. OptiLink shall place no signs or marking of any kind (except for a plaque or other identification affixed to OptiLink's equipment and reasonably necessary to identify OptiLink's equipment, and which shall include a list of emergency contacts with telephone numbers), in the area surrounding the Collocation Space or on the grounds of the Premises housing the Collocation Space.

3.2 Entrance Facilities. OptiLink may elect to place OptiLink-owned or OptiLink-leased 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. OptiLink will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. OptiLink will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the OptiLink's equipment in the Collocation Space. OptiLink must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. OptiLink is responsible for maintenance of the entrance facilities.

3.2.1 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 collocation under this Agreement, BellSouth shall provide OptiLink 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 OptiLink'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.

3.2.2 Shared Use. OptiLink may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another OptiLink collocation arrangement within the same BellSouth Premises.

3.3 Splicing in the Entrance Manhole. Although not generally permitted, should OptiLink request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of

requests to make such a splice. When the request for a splice is granted to OptiLink by BellSouth, OptiLink shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

3.4 Demarcation Point. A point-of-termination bay(s) will designate the point(s) of interconnection between OptiLink'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. OptiLink may, at its option, provide its own point-of-termination bay(s) in accordance with BellSouth's guidelines and specifications, which BellSouth will provide upon request. OptiLink or its agent may perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 3.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. With the exception of cross-connects provisioned as set forth in this subsection, a certified vendor is required to perform all other equipment installation or provisioning activities within the collocation space, pursuant to Section 4.3.

3.5 OptiLink's Equipment and Facilities. OptiLink is solely responsible for the layout, design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by OptiLink in the Collocation Space. Without limitation of the foregoing provisions, OptiLink will be responsible for servicing, supplying, repairing, installing and maintaining the following: (1) cable(s); (2) equipment; (3) point-of-termination cross-connects; (4) point of termination maintenance, including replacement fuses and circuit breaker restoration, if not performed by BellSouth; and (5) connection cable(s) and associated equipment which may be required within the Collocation Space to the points of interconnection.

3.6 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to OptiLink when access to the Collocation Space is required. OptiLink may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that OptiLink will not bear any of the expense associated with this work.

3.7 Access and Administration. OptiLink shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. OptiLink agrees to provide the name and social security number of any employee, contractor, or agents provided with access keys (e.g. keys or access cards) prior to the issuance of said access keys. OptiLink agrees to be responsible for the return of all said keys in the possession of OptiLink employees, contractor, or agents after termination of the employment relationship or contractual obligation with OptiLink. A security escort will be required at Premises where separate, secured ingress and egress are not available and access would require OptiLink to traverse restricted areas. BellSouth shall use its best efforts to provide ingress and egress to the Collocation Space, where physically and economically feasible to BellSouth, that will not require OptiLink to traverse restricted areas of the Premises. For Premises in which an escort is required, BellSouth will establish procedures to provide expedited access in the event of an emergency.

Such procedures shall, at a minimum, assign OptiLink's request for access a priority level at parity with that which BellSouth assigns itself or any other telecommunications service provider for similar Premises emergencies**.** OptiLink's operation and employees, agents and contractors shall conform to current OSHA regulations and all other governmental rules, ordinances, and statures pertaining to operations within a commercial environment. OptiLink's employees, agents and contractors are responsible for being aware of the fire prevention and evacuation procedures in each Collocation Space. BellSouth shall identify the location of such procedures during the walkthrough conducted pursuant to section 4.3.3, herein. OptiLink acknowledges that the Collocation Space is contained within a secure, limited access location and as such shall cause its employees, agents and contractors to conduct themselves as to maintain the security of the location. Such conduct shall include, but not be limited to requiring all OptiLink employees, agents, or contractors to display an identification badge issued by OptiLink or a Certified Vendor which contains a current photo, the individual's name and company name/logo, guarding against and taking necessary steps to prevent unauthorized access, e.g. exterior openings such as doors and windows or interior security openings shall not be left open or unattended, preventing unauthorized visitors of OptiLink employees, agents or contractors from entering the Premises. OptiLink agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. Upon expiration of this Agreement, OptiLink shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the OptiLink except for ordinary wear and tear.

3.8 Interference or Impairment. Notwithstanding any other provisions of this Agreement, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other Interconnector located in the Premises; shall not endanger or damage the facilities of BellSouth or of any other Interconnector, the Collocation Space, or the Premises; shall not compromise the privacy of any communications carried in, from, or through the Premises; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of OptiLink violate the provisions of this paragraph, BellSouth shall give written notice to OptiLink, which notice shall direct OptiLink to cure the violation within forty-eight (48) hours of OptiLink's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the parties agree to consult immediately and, if necessary, to inspect the arrangement. If OptiLink fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to OptiLink's equipment. BellSouth will endeavor, but is not required, to provide notice to OptiLink prior to taking such action and shall have no liability to OptiLink for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

3.9 Personalty and its Removal. Subject to requirements of this Agreement, OptiLink may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment**,** as it deems desirable for the conduct of business; Provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards**.** Personal property, facilities and equipment placed by OptiLink in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise

fastened to the Collocation Space, but shall retain their status as personalty and may be removed by OptiLink at any time. Any damage caused to the Collocation Space by OptiLink's employees, agents or representatives during the removal of such property shall be promptly repaired by OptiLink at its expense.

3.10 Alterations. In no case shall OptiLink or any person acting on behalf of OptiLink make any rearrangement, modification, improvement, addition, repair, or other alteration 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 OptiLink.

3.11 Janitorial Service. OptiLink shall be responsible for the general upkeep and cleaning of the Collocation Space and shall arrange directly with a BellSouth certified contractor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

4. ORDERING AND PREPARATION OF COLLOCATION SPACE

4.1 Application for Space. OptiLink shall submit to BellSouth a complete and accurate Application and Inquiry document, together with payment of the Application Fee as stated in Exhibit A. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in OptiLink's Collocation Space(s) and an estimate of the amount of square footage required.

4.1.1 Application Response.. BellSouth will respond within thirty (30) business days of receipt of a complete application. When multiple applications are submitted within a fifteen business day window, BellSouth will respond to the applications as soon as possible, but no later than the following: Within thirty (30) business days for applications 1-5; within thirty-six (36) business days for applications 6-10; within forty-two (42) business days for applications 11-15. Response intervals for multiple applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation. The Application Response will detail whether the amount of space requested is available or if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space. When BellSouth's response includes an amount of space less than that requested by OptiLink or differently configured, OptiLink must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order.

4.2 Bona Fide Firm Order. OptiLink shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires OptiLink to complete the Application/Inquiry process described in Subsection 4.1, preceding, submit an updated Application document that is substantially and materially identical to the initial Application/Inquiry document and is complete and accurate based on the outcome of the Application/Inquiry process, and pay all applicable fees referenced in Article 5, following. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) days after BellSouth's response to OptiLink's Application/Inquiry. If OptiLink makes significant changes from the Application/Inquiry to space, power, or wiring requirements or changes in the amount or type of equipment to be placed, BellSouth will be required to re-evaluate and re-respond to the request. In the event BellSouth is required to re-evaluate and re-respond to the request, BellSouth's provisioning interval will

not start until the re-evaluation and response is complete and the Bona Fide Firm Order is accepted by BellSouth.

4.2.1 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a complete and accurate firm order. BellSouth will acknowledge the receipt of OptiLink's Bona Fide Firm Order within 15 days of receipt indicating that the Bona Fide Firm Order has been received and that the order is accurate and complete or if the order is not accurate and complete, details as to the necessary information needed to cause the order to be accurate and complete. A BellSouth response to a complete and accurate firm order will include a Firm Order Confirmation containing the firm order date.

4.2.2 BellSouth will permit one site visit after receipt of the Bona Fide Firm Order. Security escort charges will be assessed for the site visit.

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

4.3 Construction and Provisioning Interval. BellSouth will negotiate construction and provisioning intervals per request on an individual case basis. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 days from receipt of a complete and accurate Bona Fide Firm Order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other collocation space ("extraordinary conditions") within 180 days of the receipt of a complete and accurate Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement.

4.3.1 Joint Planning Meeting. A joint planning meeting or other method of joint planning between BellSouth and OptiLink will commence within a maximum of 20 days from BellSouth's receipt of a complete and accurate firm order and the payment of agreed upon fees. At such meeting, the parties will agree to the preliminary design of the collocation space and the equipment configuration requirements as designated by OptiLink on its Bona Fide Firm Order. In the event OptiLink materially modifies its request as a result of the coordination meeting outcome, such modifications must be submitted to BellSouth in writing and a firm order date reestablished. The Collocation Space Completion time period will be provided to OptiLink during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting. If BellSouth needs to reevaluate OptiLink's application as a result of changes requested by OptiLink to OptiLink's original application, then BellSouth will charge OptiLink a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require OptiLink to resubmit the application with an application fee.

4.3.2 Permits. BellSouth or its agents will diligently pursue filing for the required permits within 7 business days of the completion of finalized construction designs and specifications.

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

4.4 Use of Certified Vendor. OptiLink shall select an equipment installation vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. BellSouth shall provide OptiLink with a list of Certified Vendors upon request. The Certified Vendor shall be responsible for installing OptiLink'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 OptiLink upon successful completion of installation. The Certified Vendor shall bill OptiLink directly for all work performed for OptiLink pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying OptiLink or any vendor proposed by OptiLink.

4.5 Alarm and monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. OptiLink shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service OptiLink's Collocation Space. Upon request, BellSouth will provide OptiLink with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by OptiLink. Both parties shall use best efforts to notify the other of any verified environmental hazard known to that party. The parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

4.6 Basic Telephone Service. Upon request of OptiLink, 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.

4.7 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Premises space or support mechanisms which is required to accommodate physical collocation. OptiLink's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by OptiLink divided by the total Premises square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per Premises basis. BellSouth will reimburse OptiLink in an amount equal to OptiLink reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

4.8 Space Enclosure. Although enclosures are not required, upon request of OptiLink, BellSouth shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. OptiLink may request enclosed floor space in increments of fifty (50) square feet, with a minimum of one hundred (100) square feet. OptiLink may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure

in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Such contractor shall directly bill OptiLink for activities associated with the space enclosure construction. OptiLink must provide the local BellSouth building contact with a card, key or other access device used to enter the locked enclosure. Except in case of emergency, BellSouth will not access OptiLink's locked enclosure prior to notifying OptiLink.

4.9 Unenclosed Space. At OptiLink's option, an unenclosed space may be requested instead of an equipment arrangement enclosure as described above. Unenclosed arrangements will be located in the area designated for physical collocation within the BellSouth Common Area. A collocator may designate a specific amount of unenclosed space, given that such designation is adequate to accommodate the requested equipment installation per industry standards. Alternatively, if a square footage amount is not designated, aisle space for wiring and maintenance will be designated to the collocator based on a factor as described in Article 5.6 following. There is no minimum square footage requirement for unenclosed collocation space, permitting the collocator to use space in increments less than 100 square feet.

4.10 Virtual 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, OptiLink may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. To the extent physical collocation space has become available within 180 days of BellSouth's denial of OptiLink's physical collocation request due to space exhaust, and OptiLink has applied for virtual collocation at that location, OptiLink will receive a credit for any nonrecurring charges previously paid for such virtual collocation arrangement. OptiLink must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

4.11 Cancellation. If OptiLink cancels its order for the Collocation Space(s), OptiLink will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount OptiLink would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

4.12 Licenses. OptiLink, 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.

5. RATES AND CHARGES

5.1 Non-recurring Fees. In addition to the Application Fee referenced in Section 4, preceding, OptiLink shall remit payment of a Cable Installation Fee, Space Construction Fee, as applicable, and one-half (1/2) of the estimated Space Preparation Fee, as applicable, coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) days following OptiLink's receipt of a bill or invoice from

BellSouth. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in subsection 5.5) when OptiLink requests a modification to the arrangement.

5.2 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 4, preceding.

5.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed. No Cable Installation Fee is required for Service Interconnection.

5.4 Space Enclosure Fees. The Space Enclosure Construction Fee, as applicable, will be assessed for the materials and installation cost of the equipment enclosure. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specifications, the additional costs will be included in the space preparation charge. In such cases, BellSouth shall provide documentation to establish these costs separately from OptiLink's pro-rated share of renovation or upgrade costs.

5.5 Subsequent Application Fee. BellSouth requires the submission of additional documentation when OptiLink desires to modify the use of the Collocation Space. OptiLink shall complete an application form including all information regarding the modification to the collocation arrangement. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by OptiLink in the application. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements and changes to power plant requirements. The fee paid by OptiLink for its request to modify the use of the collocation space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no subsequent application fee will be assessed. The fee for an application where the modification requested has limited effect, e.g. does not require capital expenditure by BellSouth, shall not exceed $1600.00. All other subsequent application fees shall be assessed at $3850.00.

5.6 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Premises but does not include amperage necessary to power OptiLink's equipment. When the Collocation Space is enclosed by walls or other divider, OptiLink shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, OptiLink shall pay floor space charges based upon the number of square feet contained in a shadow print of OptiLink's equipment racks and POT bay, plus a factor of 2.50 multiplied by the shadow print, which represents OptiLink's share of wiring and provisioning aisle space for provisioning and maintenance activities. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date OptiLink first occupies the Collocation Space, whichever is sooner.

5.7 Power. (1) Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to OptiLink's equipment or space enclosure. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by OptiLink's certified vendor. OptiLink's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. In the event

BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a Premises as a result of OptiLink's request to collocate in that Premises ("Power Plant Construction"), OptiLink shall pay its pro-rata share of costs associated with the Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall comply with all BellCore and ANSI Standards regarding power cabling, including BellCore Network Equipment Building System (NEBS) Standard TR-EOP-000063. BellSouth will notify OptiLink of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. The costs of power plant construction shall be pro-rated and shared among all who benefit from that construction. OptiLink shall pay BellSouth one-half of its pro rata share of the estimated Power Plant Construction costs prior to commencement of the work. OptiLink shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. OptiLink has the option to perform the Power Plant Construction itself; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Agreement OptiLink shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Agreement, such upgrades shall become the property of BellSouth.

5.8 Security Escort. A security escort will be required whenever OptiLink or its approved agent desires access to the entrance manhole or must traverse a restricted area within BellSouth's Premises. Rates for a BellSouth security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

5.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party. Payment of all other charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). OptiLink 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.

6. INSURANCE

6.1 OptiLink shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states applicable under this agreement and having a BEST Insurance Rating of B ++ X (B ++ ten).

6.2 OptiLink shall maintain the following specific coverage:

6.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.

6.2.2 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.

6.2.3 OptiLink 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.

6.3 The limits set forth in subsection 6.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to OptiLink to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

6.4 All policies purchased by OptiLink 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 Agreement or until all OptiLink's property has been removed from BellSouth's Premises, whichever period is longer. If OptiLink fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from OptiLink.

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

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

6.6 OptiLink 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.

6.7 Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

7. MECHANICS LIENS

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

8. INSPECTIONS

8.1 BellSouth shall conduct an inspection of OptiLink's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between OptiLink's equipment and equipment of BellSouth. BellSouth may conduct an inspection if OptiLink adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide OptiLink with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

9. SECURITY

9.1 Only BellSouth employees, BellSouth certified vendors and authorized employees or agents of OptiLink will be permitted in the BellSouth Premises. OptiLink 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. BellSouth may refuse entry to any person who fails to display the identification required by this section.

10. DESTRUCTION OF COLLOCATION SPACE

10.1 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 OptiLink's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Agreement, 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 OptiLink'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 OptiLink, 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. OptiLink may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If OptiLink's acceleration of the project increases the cost of the project, then those additional charges will be incurred by OptiLink. Where allowed and where practical, OptiLink may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, OptiLink shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for OptiLink's permitted use, until such Collocation Space is fully repaired and restored and OptiLink's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored).

11. EMINENT DOMAIN

11.1 If the whole of a Collocation Space shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space 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 shall be taken under eminent domain, BellSouth and OptiLink shall each have the right to terminate this Agreement and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

12. NONEXCLUSIVITY

12.1 OptiLink understands that this Agreement 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.

13. NOTICES

13.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by OptiLink or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth: To OptiLink:

9th Floor _____

600 North 19th Street _____

Birmingham, AL 35203 _____

ATTN: CLEC Account Team ATTN:_____

13.2 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

EXHIBIT A: BELLSOUTH/OPTILINK RATES – ALABAMA
PHYSICAL COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$7,124.00 Disconnect Charge $1.73
PE1CA	Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed $1600.00
PE1BB	Space Preparation Fee (Note 2)	Per Request	ICB	NA
	Space Enclosure (Note 3)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$189.86	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$19.29	NA
PE1PJ	Floor Space	Per square foot	$3.85	NA
PE1BD	Cable Installation	Per Cable	NA	$2,335.00 Disconnect Charge $54.39
PE1PM	Cable Support Structure	Per entrance cable	$23.23	NA
PE1PL	Power	Per Amp	$7.14	NA
	Cross Connects (Note 4)	Per Cross Connect		First / Additional
PE1P2	2-wire		$.28	$30.76/$29.40
PE1P4	4-wire		$.56	$31.01/$29.58
PE1P1	DS-1		$2.14	$60.81/$41.71
PE1P3	DS-3		$38.63	$57.80/$39.81
PE1F2	2-fiber		$10.44	$73.00/$52.00
PE1F4	4-fiber		$18.76	$88.00/$67.00
				Disconnect Charges First / Additional
	2-wire			$12.75/$11.38
	4-wire			$12.82/$11.39
	DS-1			$12.85/$11.50
	DS-3			$14.93/$11.76

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	$43.47/$25.82
PE1OT	Overtime	hour/Additional	NA	$55.25/$32.79
PE1PT	Premium Time	Half-hour	NA	$67.03/$39.76
AEH	Additional Engineering Fee (Note 5)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00
PE1A1	Additional Security Access Cards (Note 6)	Per Card	NA	$10.00
	POT Bay	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		$0.08	NA
PE1PF	4 Wire Cross-Connect		$0.17	NA
PE1PG	DS1 Cross-Connect		$0.69	NA
PE1PH	DS3 Cross-Connect		$4.74	NA
PE1B2	2 Fiber Cross-Connect		$25.89	NA
PE1B4	4 Fiber Cross-Connect		$34.91	NA
PE1ES Fiber PE1DS Copper	Direct Connection (Note 7) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	$0.06/$0.03	NA

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

Note(s):
N/A refers to rate elements which do not have a negotiated rate.

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

(2) Space Preparation Fee: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event OptiLink opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to OptiLink as prescribed in Article 5 of the Collocation Agreement.

(3) Space Enclosure Construction Fee: The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. OptiLink may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill OptiLink for the space enclosure, and this fee shall not be applicable.

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

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

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

(6) Additional Security Access Cards: Where Security Access card systems are utilized, two Security Access Cards will be provided initially to OptiLink upon occupancy of collocation space.

(7) Direct Connection. As stated in Article 1.2 of the Collocation Agreement, OptiLink may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on

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

an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

EXHIBIT A: BELLSOUTH/OptiLink RATES - FLORIDA
PHYSICAL COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	$15.53	$3,248.00
PE1CA	Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed $1600.00
PE1BB	Space Preparation Fee (Note 2)	Per Request	NA	ICB
	Space Enclosure (Note 3)			
PE1BW	Wire Cage	Per first 100 sq. Ft.	$41.99	NA
PE1BC	Gypsum Board Cage	Per first 100 sq. Ft.	$84.10	NA
PE1BF	Fire Rated Cage	Per first 100 sq. Ft.	$99.73	NA
PE1CW	Wire Cage	Per add'l 50 sq. Ft.	$4.14	NA
PE1CC	Gypsum Board Cage	Per add'l 50 sq. Ft.	$9.35	NA
PE1CF	Fire Rated Cage	Per add'l 50 sq. Ft.	$11.30	NA
PE1PJ	Floor Space	Per sq. Ft.	$4.25	NA
PE1BD	Cable Installation	Per Cable	$2.77	$1,056.00
PE1PM	Cable Support Structure		$22.94	NA
PE1PL	Power	Per Amp	$6.95	NA
	Cross Connects (Note 4)	Per Cross Connect		
PE12C	2-wire		$.0524	$11.57
PE14C	4-wire		$.0524	$11.57
PE11S	DS-1/DCS		$8.085	$69.64
PE11X	DS-1/DSX		$.4110	$69.64
PE13S	DS-3/DCS		$56.97	$528.00
PE13X	DS-3/DSX		$10.06	$528.00
PE1F2	Optical Cross Connects		$6.46	$2,431.00
	Security Escort			
	Basic Time	Per ¼ hour	NA	$10.89
	Overtime	Per ¼ hour	NA	$13.64
	Premium Time	Per ¼ hour	NA	$16.40

EXHIBIT A: BELLSOUTH/OptiLink RATES - FLORIDA PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
AEH	Additional Engineering Fee (Note 5)	Per request, First half hour/Add'l half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00
PE1A2	Security Access Cards	Per Request (5 Cards)	NA	$85.12
	POT Bay (Note 6)		NA	NA
PE1ES Fiber PE1DS Copper	Direct Connection (Note 7) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	$0.06/$0.03	NA

Note(s):
N/A refers to rate elements which do not have a negotiated rate.

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

(2) Space Preparation Fee: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and type of arrangement requested.

(3) Space Enclosure Construction Fee: The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with

EXHIBIT A: BELLSOUTH/OptiLink RATES - FLORIDA PHYSICAL COLLOCATION (cont.)

may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill OptiLink for the space enclosure, and this fee shall not be applicable.

(4) Rates shown are the equivalent per cross connect rates based on the Florida PSC Ordered rates as follows:

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

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

(6) POT Bays: BellSouth's Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the parties to the Proceeding that they will always provide their own POT Bays. It will be necessary for OptiLink to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory. 7 Direct Connection. As stated in Article 1.2 of the Collocation Agreement, OptiLink may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

EXHIBIT A: BELLSOUTH/OptiLink RATES - GEORGIA
PHYSICAL COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$3,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed $1600.00
PE1BB	Space Preparation Fee (Note 2)	Per square foot	NA	$100.00
	Space Enclosure (Note 3)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$170.64	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$17.33	NA
	Floor Space			
PE1PJ	Zone A	Per square foot	$7.50	NA
PE1PK	Zone B	Per square foot	$6.75	NA
PE1BD	Cable Installation	Per Cable	NA	$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	$13.35	NA
PE1PL	Power	Per Amp	$5.00	NA
	Cross Connects	Per Cross Connect		First / Additional
PE1P2	2-wire		$.30	$12.60/$12.60
PE1P4	4-wire		$.50	$12.60/$12.60
PE1P1	DS-1		$8.00	$155.00/$27.00
PE1P3	DS-3		$72.00	$155.00/$27.00
PE1F2	2-fiber		$10.29	$73.00/$52.00
PE1F4	4-fiber		$18.50	$88.00/$67.00
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	$41.00/$25.00
PE1OT	Overtime	hour/Additional	NA	$48.00/$30.00
PE1PT	Premium Time	Half-hour	NA	$55.00/$35.00
AEH	Additional Engineering Fee (Note 4)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00
PE1A1	Additional Security Access Cards (Note 5)	Per Card	NA	$10.00

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	POT Bay	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		$0.40	NA
PE1PF	4 Wire Cross-Connect		$1.20	NA
PE1PG	DS1 Cross-Connect		$1.20	NA
PE1PH	DS3 Cross-Connect		$8.00	NA
PE1B2	2 Fiber Cross-Connect		$25.53	NA
PE1B4	4 Fiber Cross-Connect		$34.43	NA
PE1ES Fiber PE1DS Copper	Direct Connection (Note 6) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	$0.06/$0.03	NA

Note(s):
N/A refers to rate elements which do not have a negotiated rate.

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

(2) Space Preparation Fee: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. This is a set fee of $100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event OptiLink opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to OptiLink as prescribed in Article 5 of the Collocation Agreement.

(3) Space Enclosure Construction Fee: The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. OptiLink may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill OptiLink for the space enclosure, and this fee shall not be applicable.

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

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

(5) Additional Security Access Cards: Where Security Access card systems are utilized, two Security Access Cards will be provided initially to OptiLink upon occupancy of collocation space.

(6) Direct Connection. As stated in Article 1.2 of the Collocation Agreement, OptiLink may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

EXHIBIT A: BELLSOUTH/OptiLink RATES - KENTUCKY
PHYSICAL COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$9,926.72
PE1CA	Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed $1600.00
PE1BB	Space Preparation Fee (Note 2)	Per Request	NA	ICB
	Space Enclosure (Note 3)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$201.02	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.42	NA
PE1PJ	Floor Space	Per square foot	$5.00	NA
PE1BD	Cable Installation	Per Cable	NA	$2,327.08
PE1PM	Cable Support Structure	Per entrance cable	$24.23	NA
PE1PL	Power	Per Amp	$7.68	NA
	Cross Connects	Per Cross Connect		First / Additional
PE1P2	2-wire		$.31	$54.21/$51.07
PE1P4	4-wire		$.62	$54.23/$50.96
PE1P1	DS-1		$1.92	$99.23/$69.15
PE1P3	DS-3		$39.94	$97.48/$66.90
PE1F2	2-fiber		$13.28	$73.00/$52.00
PE1F4	4-fiber		$23.87	$88.00/$67.00
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	$56.09/$31.99
PE1OT	Overtime	hour/Additional	NA	$67.75/$39.00
PE1PT	Premium Time	Half-hour	NA	$79.41/$46.01
AEH	Additional Engineering Fee (Note 4)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00
PE1A1	Additional Security Access Cards (Note 5)	Per Card	NA	$10.00

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	POT Bay	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		$0.06	NA
PE1PF	4 Wire Cross-Connect		$0.15	NA
PE1PG	DS1 Cross-Connect		$0.58	NA
PE1PH	DS3 Cross-Connect		$4.51	NA
PE1B2	2 Fiber Cross-Connect		$32.94	NA
PE1B4	4 Fiber Cross-Connect		$44.42	NA
PE1ES Fiber PE1DS Copper	Direct Connection (Note 6) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	$0.06/$0.03	NA

Note(s):
N/A refers to rate elements which do not have a negotiated rate.

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

(2) Space Preparation Fee: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event OptiLink opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to OptiLink as prescribed in Article 5 of the Collocation Agreement.

(3) Space Enclosure Construction Fee: The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. OptiLink may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill OptiLink for the space enclosure, and this fee shall not be applicable.

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

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

(5) Additional Security Access Cards: Where Security Access card systems are utilized, two Security Access Cards will be provided initially to OptiLink upon occupancy of collocation space.

(6) Direct Connection. As stated in Article 1.2 of the Collocation Agreement, OptiLink may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

EXHIBIT A: BELLSOUTH/OptiLink RATES – LOUISIANA
PHYSICAL COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$4,910.00
PE1CA	Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed $1600.00
PE1BB	Space Preparation Fee (Note 2)	Per Request	ICB	NA
	Space Enclosure (Note 3)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$197.55	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.07	NA
PE1PJ	Floor Space	Per square foot	$4.01	NA
PE1BD	Cable Installation	Per Cable	NA	$1,706.00 Disconnect Charge $36.00
PE1PM	Cable Support Structure	Per entrance cable	$24.05	NA
PE1PL	Power	Per Amp	$7.15	NA
PE1BT	Security Escort			
PE1OT	Basic Time	Per 1/2	NA	$32.35/$19.95
PE1PT	Overtime	hour/Additional	NA	$40.50/$25.00
	Premium Time	Half-hour	NA	$48.66/$30.05

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
AEH	Additional Engineering Fee (Note 5)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00
PE1A1	Additional Security Access Cards (Note 6)	Per Card	NA	$10.00
	POT Bay	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		$0.0776	NA
PE1PF	4 Wire Cross-Connect		$0.1552	NA
PE1PG	DS1 Cross-Connect		$0.6406	NA
PE1PH	DS3 Cross-Connect		$4.75	NA
PE1B2	2 Fiber Cross-Connect		$25.30	NA
PE1B4	4 Fiber Cross-Connect		$34.12	NA
PE1ES Fiber PE1DS Copper	Direct Connection (Note 7) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	$0.06/$0.03	NA

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

Note(s):
N/A refers to rate elements which do not have a negotiated rate.

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

(2) Space Preparation Fee: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event OptiLink opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to OptiLink as prescribed in Article 5 of the Collocation Agreement.

(3) Space Enclosure Construction Fee: The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. OptiLink may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill OptiLink for the space enclosure, and this fee shall not be applicable.

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

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

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

(6) Additional Security Access Cards: Where Security Access card systems are utilized, two Security Access Cards will be provided initially to OptiLink upon occupancy of collocation space.

(7) Direct Connection. As stated in Article 1.2 of the Collocation Agreement, OptiLink may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

EXHIBIT A: BELLSOUTH/OptiLink RATES – MISSISSIPPI
PHYSICAL COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$6,993.00 Disconnect Charge $1.70
PE1CA	Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed $1600.00
PE1BB	Space Preparation Fee (Note 2)	Per Request	ICB	NA
	Space Enclosure (Note 3)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$205.08	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.83	NA
PE1PJ	Floor Space	Per square foot	$3.45	Disconnect Charge $53.24
PE1BD	Cable Installation	Per Cable	NA	$2,419.00
PE1PM	Cable Support Structure	Per entrance cable	$22.90	NA
PE1PL	Power	Per Amp	$6.93	NA
	Cross Connects (Note 4)	Per Cross Connect		First / Additional
PE1P2	2-wire		$.3996	$30.93/$29.59
PE1P4	4-wire		$.7992	$31.17/$29.77
PE1P1	DS-1		$2.90	$60.42/$41.68
PE1P3	DS-3		$53.31	$57.45/$39.81
PE1F2	2-fiber		$15.82	$73.00/$52.00
PE1F4	4-fiber		$28.43	$88.00/$67.00
				Disconnect Charges First / Additional
	2-wire			$12.76/$11.43
	4-wire			$12.83/$11.43
	DS-1			$12.87/$11.54
	DS-3			$14.92/$11.80

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	$42.87/$25.54
PE1OT	Overtime	hour/Additional	NA	$54.43/$32.41
PE1PT	Premium Time	Half-hour	NA	$65.99/$39.28
AEH	Additional Engineering Fee (Note 5)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00
PE1A1	Additional Security Access Cards (Note 6)	Per Card	NA	$10.00
	POT Bay	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		$0.1195	NA
PE1PF	4 Wire Cross-Connect		$0.2389	NA
PE1PG	DS1 Cross-Connect		$0.9862	NA
PE1PH	DS3 Cross-Connect		$5.81	NA
PE1B2	2 Fiber Cross-Connect		$39.23	NA
PE1B4	4 Fiber Cross-Connect		$52.91	NA
PE1ES Fiber PE1DS Copper	Direct Connection (Note 7) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	$0.06/$0.03	NA

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

Note(s):
N/A refers to rate elements which do not have a negotiated rate.

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

(2) Space Preparation Fee: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event OptiLink opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to OptiLink as prescribed in Article 5 of the Collocation Agreement.

(3) Space Enclosure Construction Fee: The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. OptiLink may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill OptiLink for the space enclosure, and this fee shall not be applicable.

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

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

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

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

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$3,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed $1,600.00
PE1BB	Space Preparation Fee (Note 2)	Per Request	ICB	NA
	Space Enclosure (Note 3)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$146.80	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$14.91	NA
PE1PJ	Floor Space	Per square foot	$7.50	NA
PE1BD	Cable Installation	Per Cable	NA	$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	$13.35	NA
PE1PL	Power	Per Amp	$5.00	NA
	Cross Connects	Per Cross Connect		First / Additional
PE1P2	2-wire		$.30	$19.20/$19.20
PE1P4	4-wire		$.50	$19.20/$19.20
PE1P1	DS-1		$8.00	$155.00/$27.00
PE1P3	DS-3		$72.00	$155.00/$27.00
PE1F2	2-fiber		$15.90	$73.00/$52.00
PE1F4	4-fiber		$28.50	$88.00/$67.00

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

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	$41.00/$25.00
PE1OT	Overtime	hour/Additional	NA	$48.00/$30.00
PE1PT	Premium Time	Half-hour	NA	$55.00/$35.00
AEH	Additional Engineering Fee (Note 4)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00
PE1A1	Additional Security Access Cards (Note 5)	Per Card	NA	$10.00
	POT Bay	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		$0.40	NA
PE1PF	4 Wire Cross-Connect		$1.20	NA
PE1PG	DS1 Cross-Connect		$1.20	NA
PE1PH	DS3 Cross-Connect		$8.00	NA
PE1B2	2 Fiber Cross-Connect		$39.30	NA
PE1B4	4 Fiber Cross-Connect		$53.00	NA
PE1ES Fiber PE1DS Copper	Direct Connection (Note 6) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	$0.06/$0.03	NA

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

Note(s):
N/A refers to rate elements which do not have a negotiated rate.

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

(2) Space Preparation Fee: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event OptiLink opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to OptiLink as prescribed in Article 5 of the Collocation Agreement.

(3) Space Enclosure Construction Fee: The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. OptiLink may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill OptiLink for the space enclosure, and this fee shall not be applicable.

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EXHIBIT A: BELLSOUTH/OptiLink RATES – SOUTH CAROLINA PHYSICAL COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$4,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed $1600.00
PE1BB	Space Preparation Fee (Note 2)	Per Request	NA	ICB
	Space Enclosure (Note 3)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$224.60	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$22.81	NA
PE1PJ	Floor Space	Per square foot	$3.90	NA
PE1BD	Cable Installation	Per Cable	NA	$2,217.00
PE1PM	Cable Support Structure	Per entrance cable	$24.55	NA
PE1PL	Power	Per Amp	$7.09	NA
	Cross Connects (Note 4)	Per Cross Connect		First / Additional
PE1P2	2-wire		$.3648	$41.50/$38.94
PE1P4	4-wire		$.7297	$41.56/$38.90
PE1P1	DS-1		$2.70	$70.79/$50.78
PE1P3	DS-3		$49.24	$69.60/$49.14
PE1F2	2-fiber		$13.75	$73.00/$52.00
PE1F4	4-fiber		$24.71	$88.00/$67.00
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	$43.00/$25.57
PE1OT	Overtime	hour/Additional	NA	$54.62/$32.46
PE1PT	Premium Time	Half-hour	NA	$66.24/$39.35
AEH	Additional Engineering Fee (Note 5)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00
PE1A1	Additional Security Access Cards (Note 6)	Per Card	NA	$10.00

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	POT Bay	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		$.1091	NA
PE1PF	4 Wire Cross-Connect		$.2181	NA
PE1PG	DS1 Cross-Connect		$.9004	NA
PE1PH	DS3 Cross-Connect		$5.64	NA
PE1B2	2 Fiber Cross-Connect		$34.09	NA
PE1B4	4 Fiber Cross-Connect		$45.97	NA
PE1ES Fiber PE1DS Copper	Direct Connection (Note 7) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	$0.06/$0.03	NA

Note(s):
N/A refers to rate elements which do not have a negotiated rate.

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

(2) Space Preparation Fee: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event OptiLink opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to OptiLink as prescribed in Article 5 of the Collocation Agreement.

(3) Space Enclosure Construction Fee: The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. OptiLink may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill OptiLink for the space enclosure, and this fee shall not be applicable.

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

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

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

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

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EXHIBIT A: BELLSOUTH/OptiLink RATES – TENNESSEE*
PHYSICAL COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$3,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed $1,600.00
PE1BB	Space Preparation Fee (Note 2)	Per Request	ICB	NA
	Space Enclosure (Note 3)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$190.79	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$19.38	NA
PE1PJ	Floor Space	Per square foot	$7.50	NA
PE1BD	Cable Installation	Per Cable	NA	$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	$13.35	NA
PE1PL	Power	Per Amp	$5.00	NA
	Cross Connects	Per Cross Connect		First / Additional
PE1P2	2-wire		$.30	$19.20/$19.20
PE1P4	4-wire		$.50	$19.20/$19.20
PE1P1	DS-1		$8.00	$155.00/$27.00
PE1P3	DS-3		$72.00	$155.00/$27.00
PE1F2	2-fiber		$15.90	$73.00/$52.00
PE1F4	4-fiber		$28.50	$88.00/$67.00

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

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	$41.00/$25.00
PE1OT	Overtime	hour/Additional	NA	$48.00/$30.00
PE1PT	Premium Time	Half-hour	NA	$55.00/$35.00
AEH	Additional Engineering Fee (Note 4)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00
PE1A1	Additional Security Access Cards (Note 5)	Per Card	NA	$10.00
	POT Bay	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		$0.40	NA
PE1PF	4 Wire Cross-Connect		$1.20	NA
PE1PG	DS1 Cross-Connect		$1.20	NA
PE1PH	DS3 Cross-Connect		$8.00	NA
PE1B2	2 Fiber Cross-Connect		$39.30	NA
PE1B4	4 Fiber Cross-Connect		$53.00	NA
PE1ES Fiber PE1DS Copper	Direct Connection (Note 6) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	$0.06/$0.03	NA

EXHIBIT A: BELLSOUTH/OptiLink RATES – TENNESSEE
PHYSICAL COLLOCATION (cont.)

Note(s):
N/A refers to rate elements which do not have a negotiated rate.

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

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EXHIBIT B
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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 OptiLink agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.

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

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for OptiLink 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. OptiLink will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the OptiLink space with proper notification. BellSouth reserves the right to stop any OptiLink 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 OptiLink are owned by OptiLink. OptiLink 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 OptiLink or different hazardous materials used by OptiLink at BellSouth Facility. OptiLink 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 OptiLink to BellSouth.

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

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

2. <u>Categories for Consideration of Environmental Issues</u> (cont.)

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)	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill firesafety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste Other maintenance work	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147 29CFR 1910 Subpart O

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

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

4. ACRONYMS

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

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

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

Attachment 5

Access to Numbers
and
Number Portability

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EX A -- SERVICE PROVIDER NUMBER PORTABILITY RATES Exhibit A

ACCESS TO NUMBERS and NUMBER PORTABILITY

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

1. Non-Discriminatory Access to Telephone Numbers

During the term of this Agreement, OptiLink shall contact Lockheed Martin for the assignment of numbering resources. In order to be assigned a Central Office Code, OptiLink 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).

1.1 For the purposes of the resale of BellSouth's telecommunications services by OptiLink, BellSouth will provide OptiLink with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. OptiLink 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 OptiLink cancel its reservations of numbers. OptiLink shall comply with such request.

Further, upon OptiLink request and for the purposes of the resale of BellSouth's telecommunications services by OptiLink, BellSouth will reserve up to 100 telephone numbers per Common Language Location Identifier Code (CLLIC), for OptiLink's sole use. Such telephone number reservations shall be transmitted to OptiLink via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. OptiLink 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 OptiLink's reasonable need in that particular CLLIC.

2. Number Portability Permanent Solution

The FCC, the Commissions and industry forums are working towards 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, Interim Service Provider Number Portability may be available only until such permanent solution is implemented in an end office.

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 OptiLink. 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 OptiLink switch that serves the subscriber. 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.

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 End User Line Charge. Recovery of charges associated with implementing Number Portability 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 OptiLink where OptiLink is a subscriber to unbundled local switching or where OptiLink is a reseller of BellSouth telecommunications services. This charge will not be discounted.

4. SPNP Implementation

Interim SPNP is available through remote call forwarding and direct inward dialing, under the following terms:

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 company 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 Statement, provides trunk side access to end office switches for direct inward dialing to the other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination 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 company is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface

group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

4.4 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-Party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or 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 company may request that the other block collect and third company non-sent paid calls to the SPNP-assigned telephone number. If a company does not request blocking, the other company will provide itemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each company 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 company 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 company 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 company 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 company or any of its end users. In the event that either company determines in its reasonable judgment that the other company will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that company may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.

4.6 Each company 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 company chooses to disconnect

or terminate any SPNP service, that company shall be responsible for designating the preferred standard type of announcement to be provided.

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

4.8 Neither company 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 company for such calls. Neither company 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 company obsolete or renders necessary modification of the other company's equipment.

4.9 For terminating IXC traffic ported to either company which requires use of either company's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other company 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 company 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 company at the tandem company's tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due the other company. If an intraLATA toll call is delivered, the delivering company will pay terminating access rates to the other company. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

4.10 If, through a final and nonappealable order, the Federal Communications Commission ("FCC") issues regulations pursuant to 47 USC § 251 to require number portability different than that provided pursuant to this section, BellSouth will comply with that order.

5. Rates

Rates for service provider number portability are set out in Exhibit A to this Attachment. 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.

6. Transition to Permanent Number Portability

Once a long-term database method of providing Local Number Portability (LNP) is implemented in an end office pursuant to FCC or State commission orders, rules or regulations, with advance written notice, both Parties must withdraw its Interim Number Portability (INP) offerings. The transition from existing INP arrangements to LNP shall occur within one hundred twenty (120) days from the date LNP is implemented in the end office serving the telephone number. Neither Party shall charge the other Party for conversion from INP to LNP. The Parties shall comply with any INP/LNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.

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.

7. **True-up**

This section applies only to North Carolina and Tennessee.

The interim prices for Unbundled Network Elements, Local Interconnection and Ancillary Services referenced above shall be subject to true-up according to the following procedures:

7.1. The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.

7.2. 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.

7.3. 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 CLEC is 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 unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

8. <u>Operational Support System (OSS) Rates</u>

The parties agree that Electronic Interface (EI) costs and manual work done by the LCSC will be recovered on a "per LSR' basis, with an individual LSR identified by its Purchase Order Number (PON). The CLEC will be assessed either the manual or mechanized charge for most accepted LSRs submitted to BellSouth. Manually submitted UNE LSRs will not incur the manual LSR charge in states that have a separate UNE manual additive. CLECs will be charged the manual rate for most LSRs submitted by mail, courier, fax, etc. CLECs will be charged the mechanized rate for LSRs submitted over any of the mechanized systems (e.g. LENS, EDI, EDI-PC, and TAG).

A. Bill a single mechanized CLEC EI charge for each resale LSR delivered over an electronic interface. This charge recovers the development and expense costs associated with the CLEC EIs that are allocated to resale LSR volumes, as well as the manual processing associated with mechanized requests that "fall out" in the LCSC for manual handling.

B. Bill the same mechanized CLEC EI charge for each UNE LSR delivered over an electronic interface.

C. Bill a single manual LSR charge for each resale LSR delivered manually that reflects the costs associated with the manual processing of those LSRs in the LCSC.

D. Bill the same manual LSR charge for each manually submitted UNE LSR in those states that do not have a per element UNE non-recurring manual additive.
E. Establish a transitional plan to bill the mechanized LSR charge for manual LSRs for CLECs who submit a significant proportion of their total LSR volume on a mechanized basis. This volume threshold will increase each year and be eliminated in 2002. This arrangement may be superceded by BellSouth with an LSR-specific process that would apply the mechanized LSR rate to only those manual LSRs which cannot be submitted over a mechanized system.

The regional average pricing plan establishes averaged prices that are the same regardless of:

- CLEC EI system used
- Action being requested on the LSR (order, change, deny, restore, cancel, disconnect, etc.)
- Number of supplements or clarifications received
- Number of service orders result from the LSR

Some CLECs presently provide lists of customers to be denied and restored, rather than individual LSRs. However, since each location on the list must have a separate PON, they will be billed as separate manual LSRs.
A CLEC will be charged for an accepted LSR that is later canceled by the CLEC.

At the present time, five states (AL, GA, LA, MS, SC) have a manual NRC additive per element for UNEs. This manual additive supercedes the manual LSR charge for manual UNE LSRs. Until the other four states adopt this methodology, BellSouth proposes that the manual LSR charge apply for manual UNE LSRs in those states.

UNEs

OPERATIONAL SUPPORT SYSTEMS	**AL, GA, LA, MS, SC**	**FL, KY, NC, TN**
OSS Order charge, per LSR received from OptiLink by one of the OSS interactive interfaces	$3.50	$3.50
Incremental charge per LSR received from OptiLink by means other than one of the OSS interactive interfaces	See applicable rate element	$19.99

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

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

Year	Ratio: Mechanized/Total LSRs
1999	70%
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 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

The Parties agree that any charges BellSouth is unable to bill on April 15, 1999 will be trued up on or about July 1, 1999.

BELLSOUTH RATES
SERVICE PROVIDER
NUMBER PORTABILITY

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

		RATES BY STATE								
DESCRIPTION	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF (1) (2)										
RCF, per number ported (Business Line), 10 paths	TNPBL	NA	NA	NA	NA	NA	NA	$2.25	NA	NA
RCF, per number ported (Residence Line), 6 paths	TNPRL	NA	NA	NA	NA	NA	NA	$1.15	NA	NA
RCF, per number ported (Business Line)	TNPBL	$2.13	NA	$2.03	NA	$2.29	$2.34	NA	$2.17	$1.50
NRC	TNPBL	$0.65	NA	$0.51	NA	$0.49	$0.6441	NA	$0.7046	NA
NRC - Disconnect Charge	TNPBL	$0.07	NA	NA	NA	$0.05	$0.0644	$0.50	NA	NA
RCF, per number ported (Residence Line)	TNPRL	$2.13	NA	$2.03	NA	$2.29	$2.34	NA	$2.17	$1.25
NRC	TNPRL	$0.65	NA	$0.51	NA	$0.49	$0.6441	NA	$0.7046	NA
NRC - Disconnect Charge	TNPRL	$0.07	NA	NA	NA	$0.05	$0.0644	$0.50	NA	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	N/A	$0.32	NA	$0.2836	NA	$0.38	$0.3838	NA	$0.3854	$0.50
RCF, per service order, per location	(++) Bus = TNPBD Res = TNPRD									
NRC - 1st	TNP++	$1.44	NA	$2.10	NA	$2.02	$2.84	None	$1.37	$25.00
NRC - Add'l	TNP++	$1.44	NA	$2.10	NA	$2.02	$2.84	None	$1.37	$25.00
NRC - Disconnect - 1st	TNP++	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect - Add'l	TNP++	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	$44.70	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	$44.70	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID										
DID per number ported, Residence - NRC	TNPDR	$1.18	NA	$0.93	NA	$0.89	$1.17	NA	$2.25	NA
DID per number ported, Residence - NRC - Disconnect	TNPDR	$1.18	NA	NA	NA	$0.90	$1.17	NA	NA	NA
DID per number ported, Business - NRC	TNPDB	$1.18	NA	$0.93	NA	$0.89	$1.17	NA	$2.25	NA
DID per number ported, Business - NRC - Disconnect	TNPDB	$1.18	NA	NA	NA	$0.90	$1.17	NA	NA	NA
DID per service order, per location										
NRC - 1st	TNPRD	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.37	NA
NRC - Add'l	TNPRD	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.37	NA
NRC - Disconnect - 1st	TNPRD	$1.44	NA	NA	NA	$2.01	$2.84	NA	$44.70	NA
NRC - Disconnect - Add'l	TNPRD	$1.44	NA	NA	NA	$2.01	$2.84	NA	$44.70	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
DID, per trunk termination, Initial	TNPT2	$11.84	NA	$10.73	NA	$12.46	$13.78	NA	$13.16	NA
DID, per trunk termination, Initial - NRC	TNPT2	$173.73	NA	$135.47	NA	$129.69	$171.68	NA	$218.03	NA
DID, per trunk termination, Initial - Disconnect	TNPT2	$50.43	NA	NA	NA	$37.85	$49.86	NA	NA	NA
DID, per trunk termination, Subsequent	TNPT2	$11.84	NA	$10.73	NA	$12.46	$13.78	NA	$13.16	NA
DID, per trunk termination, Subsequent - NRC	TNPT2	$51.35	NA	$39.53	NA	$37.85	$50.69	NA	$73.63	NA
DID, per trunk termination, Subsequent - Disconnect	TNPT2	$25.00	NA	NA	NA	$18.75	$24.71	NA	NA	NA

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.

1 Until the FCC issues its order implementing a cost recovery mechanism for permanent number portability, the Company will track its costs of providing interim SPNP with sufficient detail to verify the costs. This will facilitate the Florida PSCs consideration of the recovery of these costs in Docket 950737-TP. (FL)

2 BellSouth and OptiLink will each bear their own costs of providing remote call forwarding as an interim number portability option. (KY)

Attachment 6

Ordering and Provisioning

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ORDERING AND PROVISIONING

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

1. Quality of Ordering and Provisioning

1.1 BellSouth shall provide ordering and provisioning services to OptiLink that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC, where technically feasible. Detailed guidelines for ordering and provisioning are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate, and as they are amended from time to time during this Agreement.

1.2 BellSouth will perform provisioning services during the following normal hours of operation:

Monday - Friday - 8:00AM - 5:00PM (excluding holidays)
(Resale/UNE non coordinated, coordinated orders and order coordinated - Time Specific)

Saturday - 8:00 AM - 5:00 PM (excluding holidays)
(Resale/UNE non coordinated orders)

All other OptiLink requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of extra-ordinary billing charges.

2. Access to Operational Support Systems

2.1 BellSouth shall provide OptiLink access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center. The operations support systems available 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) and the Telecommunications Access Gateway (TAG). Customer record information includes any and all customer specific information, including but not limited to, customer specific information in CRIS and RSAG. OptiLink agrees 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 OptiLink 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.

2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and certain unbundled network elements. As an alternative to the EDI arrangement, BellSouth also provides through LENS and TAG an ordering and provisioning capability that is integrated with the LENS and TAG pre-ordering capability.

2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows OptiLink to report and monitor service troubles and obtain repair services. BellSouth shall offer OptiLink service trouble reporting in a non-discriminatory manner that provides OptiLink the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides OptiLink an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers OptiLink access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If OptiLink requests BellSouth to repair a trouble after normal working hours, OptiLink will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.

2.5 Migration of OptiLink to New BellSouth Software Releases. BellSouth will issue new software releases for its electronic interfaces as needed to improve operations and meet standards and regulatory requirements. When a new release is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth makes the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. BellSouth will issue documents to OptiLink with sufficient notice to allow OptiLink to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion.

2.6 Rates. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from the carriers who utilize the services. Charge for use of Operational Support Systems shall be as set forth in Attachments 1 and 2 of this agreement.

3. Miscellaneous Ordering and Provisioning Guidelines

3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by OptiLink will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if OptiLink wishes to reinstate an order, OptiLink may be required to submit a new service order.

3.2 Single Point of Contact. OptiLink will be the single point of contact with BellSouth for ordering activity for unbundled network elements used by OptiLink 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. OptiLink 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 unbundled network element associated with the service to be disconnected and being used by OptiLink to provide service to that end user and reuse such unbundled network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify OptiLink that such an order has been processed, but will not be required to notify OptiLink in advance of such processing.

3.3 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, unbundled loop and/or unbundled 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.

3.3.1 Upon receipt of a service order, BellSouth will do the following:

3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.

3.3.1.2 Reuse the serving facility for the retail, resale service, or unbundled network element at the same location.

3.3.1.3 Notify OptiLink subsequent to the disconnect order being completed.

3.4 Contact Numbers. The parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.

3.5 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.

3.6 Cancellation Charges. If OptiLink cancels an order for UNE services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.4.

Attachment 7

Billing and Billing Accuracy Certification

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8.EXHIBIT A -- RATES ..... EXHIBIT A

BILLING AND BILLING ACCURACY CERTIFICATION

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

1. Payment and Billing Arrangements

1.1 Billing. Currently, BellSouth provides billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that OptiLink requests. BellSouth will bill and record in accordance with this agreement those charges OptiLink incurs as a result of OptiLink purchasing from BellSouth Network Elements, Combinations, and Local 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 If OptiLink requests multiple billing media or additional copies of bills, BellSouth will provide these at a reasonable cost.

1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, OptiLink will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for 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.

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

1.4 Payment Due. 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.

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.

1.5 Tax Exemption. Upon proof of tax exempt certification from OptiLink, the total amount billed to OptiLink will not include those taxes or fees for which the CLEC is exempt. OptiLink 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 OptiLink.

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

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 Service Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate.

1.8 Access Charges for Resellers. 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 OptiLink.

1.9 End User Common Line Charge for Resellers. Pursuant to 47 CFR Section 51.617, BellSouth will bill OptiLink end user common line charges identical to the end user common line charges BellSouth bills its end users.

1.10 Discontinuing Service to OptiLink. The procedures for discontinuing service to OptiLink are as follows:

1.10.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by OptiLink of the rules and regulations contained in BellSouth's tariffs.

1.10.2 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 OptiLink 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 OptiLink at the billing address to discontinue the provision of existing services to OptiLink at any time thereafter.

1.10.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

1.10.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and OptiLink's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to OptiLink without further notice.

1.10.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, OptiLink's services will be discontinued. Upon discontinuance of service on OptiLink's account, service to OptiLink's end users will be denied. BellSouth will reestablish service at the request of the end user or OptiLink for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. OptiLink is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection have been made, the end user's service will be disconnected.

1.11 Deposit Policy. When purchasing services from BellSouth, OptiLink 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 the customer from his obligation to make complete and timely payments of his bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of the Company, circumstances so warrant and/or gross

monthly billing has increased beyond the level initially used to determine the level of security, the Company reserves the right to request additional security and/or file a Uniform Commercial Code (UCC1) security interest in OptiLink'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.

1.12 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 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.

2. Billing and Billing Accuracy Certification

2.1 Upon request, BellSouth and OptiLink 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 OptiLink will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide OptiLink with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, OptiLink 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 sixty (60) 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.

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 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.

3.2 If a Party disputes a charge and does not pay such charge by the payment due date, 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. For bills rendered by BellSouth for payment by OptiLink, the late payment charge 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, 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 unbundled network elements and local interconnection charges, Section E2 of the Access Service Tariff. For bills rendered by OptiLink for payment by BellSouth, the late payment charge shall be calculated based on the portion of the payment not received by the payment date times the lesser of (I) one and one-half percent (1 ½%) per month or (ii) the highest interest rate (in decimal value) which may be charged by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actually made. In no event, however, shall interest be assessed by OptiLink on any previously assessed late payment charges. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has the authority pursuant to its tariffs.

4. RAO Hosting

4.1 RAO Hosting, Credit Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to OptiLink 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 OptiLink shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

4.3 Applicable compensation amounts will be billed by BellSouth to OptiLink 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 OptiLink 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 OptiLink 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 BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of OptiLink and will coordinate all associated conversion activities.

4.5 BellSouth will receive messages from OptiLink 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 OptiLink.

4.7 All data received from OptiLink 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 OptiLink that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently BellCore).

4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by OptiLink and will forward them to OptiLink on a daily basis.

4.10 Transmission of message data between BellSouth and OptiLink will be via CONNECT:Direct.

4.11 All messages and related data exchanged between BellSouth and OptiLink 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 OptiLink 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 OptiLink to send data to BellSouth more than sixty (60) days past the message date(s), OptiLink 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 OptiLink 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 OptiLink) identified and agreed to, the company responsible for creating the data (BellSouth or OptiLink) 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 OptiLink, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify OptiLink of the error condition. OptiLink 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, OptiLink 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 OptiLink 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 OptiLink 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 OptiLink for the purpose of data transmission. Where a dedicated line is required, OptiLink will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. OptiLink 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 OptiLink. Additionally, all message toll charges associated with the use of the dial circuit by OptiLink will be the responsibility of OptiLink. 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 OptiLink end for the purpose of data transmission will be the responsibility of OptiLink.

4.19 Intercompany Settlements Messages

4.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by OptiLink 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 OptiLink and the involved company(ies), unless that company is participating in NICS.

4.19.2 Both traffic that originates outside the BellSouth region by OptiLink and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by OptiLink, is covered by this Agreement (CATS). Also covered is traffic that either is

originated by or billed by OptiLink, involves a company other than OptiLink, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

4.19.3 Once OptiLink is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via BellCore's, its successor or assign, NICS system.

4.19.4 BellSouth will receive the monthly NICS reports from BellCore, its successor or assign, on behalf of OptiLink. BellSouth will distribute copies of these reports to OptiLink on a monthly basis.

4.19.5 BellSouth will receive the monthly Credit Card and Third Number Settlement System (CATS) reports from BellCore, its successor or assign, on behalf of OptiLink. BellSouth will distribute copies of these reports to OptiLink on a monthly basis.

4.19.6 BellSouth will collect the revenue earned by OptiLink 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 OptiLink. BellSouth will remit the revenue billed by OptiLink 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 OptiLink. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to OptiLink via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

4.19.7 BellSouth will collect the revenue earned by OptiLink 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 OptiLink. BellSouth will remit the revenue billed by OptiLink 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 OptiLink via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and OptiLink 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 OptiLink, BellSouth will provide the Optional Daily Usage File (ODUF) service to OptiLink pursuant to the terms and conditions set forth in this section.

5.2 OptiLink 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 an OptiLink customer.

Charges for delivery of the Optional Daily Usage File will appear on OptiLink's 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 OptiLink will be the responsibility of OptiLink. If, however, OptiLink should encounter significant volumes of errored messages that prevent processing by OptiLink within its systems, BellSouth will work with OptiLink 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 OptiLink:

- 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

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 OptiLink.

5.6.1.4 In the event that OptiLink detects a duplicate on Optional Daily Usage File they receive from BellSouth, OptiLink will drop the duplicate message (OptiLink 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 OptiLink 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 OptiLink for the purpose of data transmission. Where a dedicated line is required, OptiLink will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. OptiLink 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 OptiLink. Additionally, all message toll charges associated with the use of the dial circuit by OptiLink will be the responsibility of OptiLink. 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 OptiLink end for the purpose of data transmission will be the responsibility of OptiLink.

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 OptiLink which BellSouth RAO that is sending the message. BellSouth and OptiLink will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by OptiLink and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.4 PACK REJECTION

5.6.4.1 OptiLink 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. OptiLink will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to OptiLink by BellSouth.

5.6.5 CONTROL DATA

OptiLink will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate OptiLink 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 OptiLink for reasons stated in the above section.

5.6.6 TESTING

5.6.6.1 Upon request from OptiLink, BellSouth shall send test files to OptiLink 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 OptiLink set up a production (LIVE) file. The live test

may consist of OptiLink's employees making test calls for the types of services OptiLink requests on the Optional Daily Usage File. These test calls are logged by OptiLink, 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 OptiLink, BellSouth will provide the Access Daily Usage File (ADUF) service to OptiLink pursuant to the terms and conditions set forth in this section.

6.2 OptiLink 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 an unbundled port that OptiLink has purchased from BellSouth

6.4 Charges for delivery of the Access Daily Usage File will appear on OptiLink's 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 OptiLink will be the responsibility of OptiLink. If, however, OptiLink should encounter significant volumes of errored messages that prevent processing by OptiLink within its systems, BellSouth will work with OptiLink 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 OptiLink:

Interstate and intrastate access records associated with an unbundled port.

Undetermined jurisdiction access records associated with an unbundled port.

6.6.2 When OptiLink purchases Unbundled Network Element (UNE) ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from UNE and carried by Interexchange Carrier:

BellSouth will bill UNE element to CLEC and send access record to the CLEC via ADUF

Originating from UNE and carried by BellSouth (OptiLink is BellSouth's toll customer):

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

Terminating on UNE and carried by Interexchange Carrier:

BellSouth will bill UNE element to OptiLink and send access record to OptiLink.

Terminating on UNE and carried by BellSouth:

BellSouth will bill UNE element to OptiLink and send access record to OptiLink.

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 OptiLink.

6.6.4 In the event that OptiLink detects a duplicate on the Access Daily Usage File they receive from BellSouth, OptiLink will drop the duplicate message (OptiLink 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 OptiLink 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 OptiLink for the purpose of data transmission. Where a dedicated line is required, OptiLink will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. OptiLink 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 OptiLink. Additionally, all message toll charges associated with the use of the dial circuit by OptiLink will be the responsibility of OptiLink. 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 OptiLink's end for the purpose of data transmission will be the responsibility of OptiLink.

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 OptiLink which BellSouth RAO that is sending the message. BellSouth and OptiLink will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by OptiLink and resend the data as appropriate.

The data will be packed using ATIS EMI records.

6.6.7 PACK REJECTION

6.6.7.1 OptiLink 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. OptiLink will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to OptiLink by BellSouth.

6.6.8 CONTROL DATA

OptiLink will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate OptiLink 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 OptiLink for reasons stated in the above section.

6.6.9 TESTING

6.6.9.1 Upon request from OptiLink, BellSouth shall send test files to OptiLink 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 OptiLink, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to OptiLink 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 OptiLink shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

7.3 The (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of the EODUF will appear on OptiLink's 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 OptiLink will be the responsibility of OptiLink. If, however, OptiLink should encounter significant volumes of errored messages that prevent processing by OptiLink within its systems, BellSouth will work with OptiLink 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 OptiLink:

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 OptiLink.

7.6.1.3 In the event that OptiLink detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, OptiLink will drop the duplicate message (OptiLink 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 OptiLink over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among OptiLink'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 OptiLink for the purpose of data transmission. Where a dedicated line is required, OptiLink will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. OptiLink 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 OptiLink. Additionally, all message toll charges associated with the use of the dial circuit by OptiLink will be the responsibility of OptiLink. 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 OptiLink end for the purpose of data transmission will be the responsibility of OptiLink.

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 OptiLink which BellSouth RAO that is sending the message. BellSouth and OptiLink will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by OptiLink and resend the data as appropriate.

The data will be packed using ATIS EMI records.

BELLSOUTH RATES
ODUF/EDOUF/ADUF/CMDS

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

		RATES BY STATE								
DESCRIPTION	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
ODUF/EODUF/ADUF/CMDS										
ODUF: Recording, per message	N/A	$0.0002	$0.008	$0.008	$0.0008611	$0.00019	$0.0001179	$0.008	$0.0002862	$0.008
ODUF: Message Processing, per message	N/A	$0.0033	$0.004	$0.004	$0.0032357	$0.0024	$0.0032089	$0.004	$0.0032344	$0.004
EODUF: Message Processing, per message	N/A	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
ADUF: Message Processing, per message	N/A	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
CMDS: Message Processing, per message	N/A	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
ODUF: Message Processing, per magnetic tape provisioned	N/A	$55.19	$54.95	$54.95	$55.68	$47.30	$54.62	$54.95	$54.72	$54.95
EODUF: Message Processing, per magnetic tape provisioned	N/A	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30
ADUF: Message Processing, per magnetic tape provisioned	N/A	$54.95	$54.95	$54.95	$54.95	$54.95	$54.95	$54.95	$54.95	$54.95
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.00004	$0.001	$0.001	$0.0000365	$0.00003	$0.0000354	$0.001	$0.0000357	$0.001
EODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364
ADUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001
CMDS: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001

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

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

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

Pursuant to terms and conditions negotiated between OptiLink and BellSouth's Competitive Structure Provisioning Center and pursuant to 47 USC § 224, BellSouth will provide nondiscriminatory access to poles, ducts, conduit, and rights-of-way owned or controlled by BellSouth.

Attachment 9

Performance Measurements

TABLE OF CONTENTS

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

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* These reports are subject to change due to regulatory requirements and/or to correct errors and etc.

PRE-ORDERING AND ORDERING OSS

Function:	**Average Response Interval for Pre-Ordering and Ordering Legacy Information & OSS Interface Availability**
Measurement Overview:	As an initial step of establishing service, the customer service agent must establish such basic facts as availability of desired features, likely service delivery intervals, the telephone number to be assigned, product and feature availability, and the validity of the street address. Typically, this type of information is gathered from the supporting OSS's while the customer (or potential customer) is on the telephone with the customer service agent. This information may be gathered via stand-alone pre-order inquiries or as part of the ordering function. Pre-ordering/ordering activities are the first contact that a customer may have with a CLEC. This measure is designed to monitor the time required for the CLEC interface systems to obtain from legacy systems the pre-ordering/ordering information necessary to establish and modify service. This measurement also captures the availability percentages for the BST systems that the CLEC uses during pre-ordering and ordering. Comparison to BST results allow conclusions as to whether an equal opportunity exists for the CLEC to deliver a comparable customer experience.
Measurement Methodology:	**1. Average OSS Response Interval = Sum [(Date & Time of Legacy Response) - (Date & Time of Request to Legacy)]/(Number of Legacy Requests During the Reporting Period)** The response interval for retrieving pre-order/order information from a given legacy is determined by summing the response times for all requests (contracts) submitted to the legacy during the reporting period and then dividing by the total number of legacy requests for the reporting period. The response interval starts when the client application (LENS for CLECs; RNS for BST) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of legacy accesses during the reporting period that take less than 2.3 seconds and the number that take more than 6 seconds are also captured. **Definition:** Average response time for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone Numbers (TNs), and Customer Service Records (CSRs). **2. OSS Interface Availability = (Actual Availability)/(Scheduled Availability) X 100** **Definition:** Percent of time OSS interface is actually available compared to scheduled availability. Availability percentages for CLEC interface systems and for all legacy systems accessed by them are captured.

PRE-ORDERING AND ORDERING OSS

Reporting Dimensions:	**Excluded Situations:**
• Not CLEC specific. • Not product/service specific. • Regional Level	• None
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Legacy contract type (per reporting dimension) • Response interval • Regional Scope	• Report Month • Legacy contract type (per reporting dimension) • Response interval • Regional Scope

LEGACY SYSTEM ACCESS TIMES FOR RNS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAGTEN	Address	x	x	x	x
RSAG	RSAGADDR	Address	x	x	x	x
ATLAS	ATLASTN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x
OASIS	OASISNET	Feature/Svc	x	x	x	x
OASIS	OASISBSN	Feature/Svc	x	x	x	x
OASIS	OASISCAR	Feature/Svc	x	x	x	x
OASIS	OASISLPC	Feature/Svc	x	x	x	x
OASIS	OASISMTN	Feature/Svc	x	x	x	x
OASIS	OASISOCP	Feature/Svc	x	x	x	x

LEGACY SYSTEM ACCESS TIMES FOR LENS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAGTEN	Address	x	x	x	x
RSAG	RSAGADDR	Address	x	x	x	x
ATLAS	ATLASTN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
HAL	HALCRIS	CSR	x	x	x	x
COFFI	COFIUSOC	Feature/Svc	x	x	x	x
P/SIMS	PSIMSORB	Feature/Svc	x	x	x	x

PRE-ORDERING AND ORDERING OSS

OSS Interface Availability

OSS Interface	% Availability
LENS	x
LEO Mainframe	x
LEO UNIX	x
LESOG	x
EDI	x
HAL	x
BOCRIS	x
ATLAS/COFFI	x
RSAG/DSAP	x
SOCS	x

ORDERING

Function:	**Ordering**
Measurement Overview:	When a customer calls their service provider, they expect to get information promptly regarding the progress on their order(s). Likewise, when changes must be made, such as to the expected delivery date, customers expect that they will be immediately notified so that they may modify their own plans. The order status measurements monitor, when compared to applicable BST results, that the CLEC has timely access to order progress information so that the customer may be updated or notified when changes and rescheduling are necessary.
Measurement Methodology:	**1. Percent Flow-through Service Requests = Σ (Total Number of valid Service Requests that flow-through to the BST OSS) / (Total Number of valid Service Requests delivered to BST OSS) X 100.** **Definition:** Percent Flow-through Service Requests measures the percentage of orders submitted electronically that utilize BSTs' OSS without manual (human) intervention. **Methodology:** • Mechanized tracking for flow-through service requests and manual SOER error audit reports (3/31/98). Mechanized tracking for SOER errors and flow-through (4/30/98). • BST mechanized order tracking. **2. Percent Rejected Service Requests = Σ (Total Number of Rejected Service Requests) / (Total Number of Service Requests Received) X 100.** **Definition:** Percent Rejected Service Requests is the percent of total orders received rejected due to error or omissions. **Methodology:** • Manual tracking for non flow-through service requests • Mechanized tracking for flow-through service requests • BST retail report not applicable. **3. Reject Interval = Σ [(Date and Time of Service Request Rejection) - (Date and Time of Service Request Receipt)] / (Number of Service Requests Rejected in Reporting Period). Requests are provided based on four (4) hour increments within a 24 hour period, along with the percent greater than 24 hours.** **Definition:** Reject Interval is the average reject time from receipt of service order request to distribution of rejection. **Methodology:** • Non-Mechanized Results are based on actual data from all orders. • Mechanized Results are based on actual data for all orders from the OSS. • BST retail report not applicable.

ORDERING

Measurement Methodology:	**4. Firm Order Confirmation Timeliness = Σ [(Date and Time of Firm Order Confirmation) - (Date and Time of Service Request Receipt)] / (Number of Service Requests Confirmed in Reporting Period)** **Definition:** Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid service order request to distribution of order confirmation. Results are provided based on four (4) hour increments within a 24 hour period, along with the percent greater than 24 hours. **Methodology:** • Non-Mechanized Results are based on actual data from all orders. • Mechanized Results are based on actual data for all orders from the OSS. • BST retail report not applicable. **5. Speed of Answer in Ordering Center = Σ (Total time in seconds to reach LCSC) / (Total # of Calls) in Reporting Period.** **Definition:** Measures the average time to reach a BST representative. This can be an important measure of adequacy in a manual environment or even in a mechanized environment where CLEC service representatives have a need to speak with their BST peers. **Methodology:** • Mechanized tracking through LCSC Automatic Call Distributor. • Mechanized tracking through BST retail center support systems.

ORDERING

Reporting Dimensions:	**Excluded Situations:**
• CLEC Specific • CLEC Aggregate • BST Aggregate (Where Applicable) • State, Region and further geographic dissagregation as required by State Commission Order. • ≦ 10 and ≧ 10 Circuit Categories not available in a pre completion order mode. • Resale Res and Bus reporting categories require adherence to OBF standards. • "Other" category reflects service requests which do not have service class code populated. • Dispatch, No Dispatch ≦ 10 and ≧ 10 Circuit Categories not available in a pre completion order mode.	• Firm Order Confirmation Interval: Invalid Service Requests • Percent Flow-through Service Requests: Rejected Service Requests • % Rejected Service Requests: Service Requests canceled by the CLEC • Supplements on Manual Orders
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Interval for FOC • Reject Interval • Total number of LSRs • Total number of Errors • Adjusted Error Volume • Total number of flow through service requests • Adjusted number of flow through service requests • State, Region and further geographic dissagregation as required by State Commission Order.	• Report Month • Interval for FOC • Reject Interval • Total number of LSRs • Total number of Errors • Adjusted Error Volume • Total number of flow through service requests • Adjusted number of flow through service requests • State, Region and further geographic dissagregation as required by State Commission Order.

PROVISIONING

Function:	**Average Completion Interval and Order Completion Interval Distribution**
Measurement Overview:	The "average completion interval" measure monitors the time required by BST to deliver integrated and operable service components requested by the CLEC, regardless of whether resale services or unbundled network elements are employed. When the service delivery interval of BST is measured for comparable services, then conclusions can be drawn regarding whether or not CLECs have a reasonable opportunity to compete for customers. The "order completion interval distribution" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer. In addition, when monitored over time, the "average completion interval" and "percent completed on time" may prove useful in detecting developing capacity issues.
Measurement Methodology:	**1. Average Completion Interval = Σ [(Completion Date & Time) - (Order Issue Date & Time)] / (Count of Orders Completed in Reporting Period)** **2. Order Completion Interval Distribution = Σ (Service Orders Completed in "X" days) / (Total Service Orders Completed in Reporting Period) X 100** The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from BST issues a FOC or SOCs date time stamp receipt of a order from the CLEC to BST's actual order completion date. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed within the reporting period. The distribution of completed orders is determined by first counting, for each specified reporting dimension, the total numbers of orders completed within the reporting interval and the interval between the issue date of each order and the completion date. For each reporting dimension, the resulting count of orders completed for each specified time period following the issue date is divided by the total number of orders completed with the resulting fraction expressed as a percentage. D&F orders are excluded from this measurement. BellSouth does not have established intervals for these orders. The customer chooses their disconnect date including 0 day disconnect. **Definition:** Average time from issue date of service order to actual order completion date. **Methodology:** • Mechanized metric from ordering system.

PROVISIONING

Reporting Dimensions:	**Excluded Situations:**

• CLEC Specific
• CLEC Aggregate
• BST Aggregate
• State, Region and further geographic dissagregation as required by State Commission Order.
• ISDN Orders included in Non Design - GA Only
• Dispatch/No Dispatch categories are not applicable to trunks.
• Product Reporting Levels
  • Interconnection Trunks
  • Resale – Residence
  • Resale – Business
  • Resale – Design
  • UNE Design
  • UNE Non Design
	• Canceled Service Orders
	• Order Activities of BST or the CLEC associated with internal or administrative use of local services (R Orders, Test Orders, etc.)
	• D & F orders

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Order Completion Date • Order Completion Time • Service Type • Activity Type • State, Region and further geographic dissagregation as required by State Commission Order	• Report Month • Average Order Completion Interval • Order Completion by Interval • Service Type • Activity Type • State, Region and further geographic dissagregation as required by State Commission Order

PROVISIONING

Function:	**Held Order Interval Distribution and Mean Interval**
Measurement Overview:	When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST delayed orders.
Measurement Methodology:	**1. Mean Held Order Interval = Σ (Reporting Period Close Date – Committed Order Due Date) / (Number of Orders Pending and Past The Committed Due Date) for all orders pending and past the committed due date.** This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as "completed" via a valid completion notice and have passed the currently "committed completion date" for the order. *Held orders due to end-user reasons are included and identified in this report.* For each such order the number of calendar days between the committed completion date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held, if identified. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. **2. Held Order Distribution Intervals** (# of Orders Held for ≥ 90 days) / (Total # of Orders Pending But Not Completed) X 100. (# of Orders Held for ≥ 15 days) / (Total # of Orders Pending But Not Completed) X 100. This "percentage orders held" measure is complementary to the held order interval but is designed to reflect orders continuing in a "non-completed" state for an extended period of time. Computation of this metric utilizes a subset of the data accumulated for the "held order interval" measure. All orders, for which the "held order interval" equals or exceeds 90 or 15 days, are counted, unless otherwise noted as an exclusion. The total number of pending and past due orders are counted (as was done for the held order interval) and divided into the count of orders held past 90 or 15 days. **Definition:** Average time orders continue in a "non-complete" state for an extended period of time. **Methodology:** • Mechanized metric from ordering system.

PROVISIONING

Reporting Dimensions:	**Excluded Situations:**

• CLEC Specific
• CLEC Aggregate
• BST Aggregate
• State, Region and further geographic dissagregation as required by State Commission Order
• Product Reporting Levels
  • Interconnection Trunks
  • Resale – Residence
  • Resale – Business
  • Resale – Design
  • UNE Design
  • UNE Non Design
	• Any order canceled by the CLEC will be excluded from this measurement.
	• Order Activities of BST associated with internal or administrative use of local services.

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • State, Region and further geographic dissagregation as required by State Commission Order	• Report Month • Average Held Order Interval • Standard Error for the Average Held Order Interval • Service Type • Hold Reason • State, Region and further geographic dissagregation as required by State Commission Order

PROVISIONING

Function:	**Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notice.**
Measurement Overview:	When BST can determine in advance that a committed due date is in jeopardy it will provide advance notice to the CLEC. There is no equivalent BST analog for Average Jeopardy & Percent Orders Given Jeopardy Notices.
Measurement Methodology:	**3a. Average Jeopardy Interval = [Σ (Date and Time of Scheduled Due Date on Service Order) - (Date and Time of Jeopardy Notice)]/[Number of Orders in Jeopardy in Reporting Period).** **3b. Numbers of Orders Given Jeopardy Notices in Reporting Period/Number of Orders Completed in Reporting Period.**

Reporting Dimensions:	**Excluded Situations:**

• CLEC Specific
• CLEC Aggregate
• State, Region and further geographic dissagregation as required by State Commission Order
• Product Reporting Levels
  • Interconnection Trunks
  • Resale – Residence
  • Resale – Business
  • Resale – Design
  • UNE
	• Any order canceled by the CLEC will be excluded from this measurement
	• Orders held for CLEC end user reasons

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Date and Time Jeopardy Notice sent • Committed Due Date • Service Type	• No BST Analog Exists

PROVISIONING

Function:	**Installation Timeliness, Quality & Accuracy**
Measurement Overview:	The "percent missed installation appointments" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST. Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.
Measurement Methodology:	**4. Percent Missed Installation Appointments = Σ (Number of Orders missed in Reporting Period) / (Number of Orders Completed in Reporting Period) X 100** Percent Missed Installation Appointments is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. *Missed Appointments caused by end-user reasons will be included and reported separately.* **Definition:** Percent of orders where completions are not done by due date. See "Exclude Situations" for orders not included in this measurement **Methodology:** • Mechanized metric from ordering system **5. % Provisioning Troubles within 30 days of Service Order Activity = Σ (Trouble reports on all completed orders ≤ 30 days following service order(s) completion) / (All Service Orders in a calendar month) X 100** **Definition:** Measures the quality and accuracy of completed orders **Methodology:** • Mechanized metric from ordering and maintenance systems.

PROVISIONING

Reporting Dimensions:	**Excluded Situations:**

• CLEC Specific
• CLEC Aggregate
• BST Aggregate
• State, Region and further geographic dissagregation as required by State Commission Order
• Reporting Levels
  • Interconnection Trunks
  • Resale – Residence
  • Resale – Business
  • Resale – Design
  • UNE Design
  • UNE Non Design
	• Canceled Service Orders
	• Order Activities of BST or the CLEC associated with internal or administrative use of local services (R Orders, Test Orders, etc.)
	• D & F orders

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Status Notice Time • Standard Order Activity • State, Region and further geographic dissagregation as required by State Commission Order	• Report Month • BST Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Status Notice Time • Standard Order Activity • State, Region and further geographic dissagregation as required by State Commission Order

PROVISIONING

Function:	**Coordinated Customer Conversions**
Measurement Overview:	This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch and cross connect it to a CLEC's equipment. This measurement only applies to service orders with and without LNP, with and without INP and where the CLEC has requested BST to provide a coordinated cut-over.
Measurement Methodology:	**6. Average Coordinated Customer Conversion Interval = [Σ [(Completion Date and Time for Cross Connection of an Unbundled Loop)- Disconnection Date and Time of an Unbundled Loop)]] / Total Number of Unbundled Loop Orders for the reporting period.**

Reporting Dimensions:	**Excluded Situations:**

• CLEC Specific
• CLEC Aggregate
• State, Region and further geographic dissagregation as required by State Commission Order
• Reporting Levels
  • Interconnection Trunks
  • Resale – Residence
  • Resale – Business
  • Resale – Design
  • UNE Design
  • UNE Non Design
	• Any order canceled by the CLEC will be excluded from this measurement.
	• Delays due to CLEC following disconnection of the unbundled loop
	• Any order where the CLEC has not requested a coordinated cut over
	• Unbundled Loops where there is no existing subscriber loop
	.

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Committed Due Date • Service Type • Cutover Start Time • Cutover Completion time • Portability start and completion times (INP orders)	• No BST Analog Exists

Coordinated Customer Conversions

	Average Interval
CLEC	
UNE Loops without LNP	X
UNE Loops with LNP	X
UNE Loops without INP	X
UNE Loops with INP	X

PROVISIONING

Function:	**Average Completion Notice Interval**
Measurement Overview:	The receipt of a completion notice by the CLEC from BST informs the carrier that their formal relationship with a customer has begun. This is useful to the CLEC in that it lets them know that they can begin with activities such as billing the customer for service.
Measurement Methodology:	**7. Average Completion Notice Interval = Σ[(Date & Time of Notice of Completion) - (Date & Time of Work Completion)] / (Number of Orders Completed in Reporting Period)** **Definition:** The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC. There is no equivalent BST Retail Measurement.

Reporting Dimensions:	**Excluded Situations:**
• CLEC Specific • CLEC Aggregate • State, Region and further geographic dissagregation as required by State Commission Order • Reporting Levels – Resale Residential POTs – Resale Business POTS – Resale Special – UNE Design – UNE Non-Design	• Non-mechanized Orders • Cancelled Service Orders • Order Activities of BST associated with internal or administrative use of local services
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • State, Region and further geographic dissagregation as required by State Commission Order • CLEC Order Number • Work Completion Date • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Activity Type	• BST Analog currently under development

MAINTENANCE & REPAIR

Function:	**OSS Response Interval**
Measurement Overview:	This measure is designed to monitor the time required for the CLEC interface system to obtain from BST's legacy systems the information required to handle maintenance and repair functions. This measure also addresses the availability of the OSS interface for repair and maintenance.
Measurement Methodology:	**1. OSS Interface Availability = (Actual Availability)/(Scheduled Availability) X 100** **Definition:** This measure shows the percentage of time the OSS interface is actually available compared to scheduled availability. Availability percentages for the CLEC and BST interface systems and for legacy systems accessed by them are captured. **Methodology:** Mechanized reports from OSSs. **2. OSS Response Interval = Access Times in Increments of Less Than or Equal to 4 Seconds, Greater Than 4 Seconds but Less Than or Equal to 10 Seconds, Less Than or Equal to 10 Seconds, Greater Than 10 Seconds, or Greater Than 30 Seconds.** **Definition:** Response intervals are determined by subtracting the time a request is submitted from the time the response is received. Percentages of requests falling into the categories listed above are reported, along with the actual number of requests falling into those categories. This measure provides a method to compare BST and CLEC response times for accessing the legacy data needed for maintenance & repair functions. **Methodology:** Mechanized reports from OSSs.

Function:	**Average Answer Time - Repair Centers**
Measurement Overview:	This measure ~~s~~ monitors that BSTs handling of support center calls from CLECs are comparable with support center calls by BST's retail customers.
Measurement Methodology:	**1. Average Answer Time for BST's Repair Centers = (Total time in seconds for BST's Repair Centers response) / (Total number of calls) by reporting period** **Definition:** This measure demonstrates an average response time for the CLEC to contact a BST representative **Methodology:** Mechanized report from Repair Centers Automatic Call Distributors.

MAINTENANCE & REPAIR

Function:	**Missed Repair Appointments**
Measurement Overview:	When the data for this measure is collected for BST and a CLEC it can be used to compare the percentage of accurate estimates of the time required to complete service repairs for BST and the CLEC.
Measurement Methodology:	**2. Percentage of Missed Repair Appointments = (Count of Customer Troubles Not Resolved by the Quoted Resolution Time and Date) / (Count of Customer Trouble Tickets Closed) X 100.** **Definition:** Percent of trouble reports not cleared by date and time committed. Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours. **Methodology:** Mechanized metric from maintenance database(s).

Reporting Dimensions:	**Excluded Situations:**

• CLEC Specific
• CLEC Aggregate
• BST Aggregate
• State, Region and further geographic dissagregation as required by State Commission Order
• Product Reporting Levels
  • Interconnection Trunks
  • Resale – Residence
  • Resale – Business
  • Resale – Design
  • UNE Design
  • UNE Non Design
	• Trouble tickets canceled at the CLEC request
	• BST trouble reports associated with internal or administrative service
	• CPE Troubles

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order	• Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order

MAINTENANCE & REPAIR

Function:	**Customer Trouble Report Rate**
Measurement Overview:	This measure can be used to establish the frequency (rate) of customer trouble reports and employed to compare CLEC with BST results.
Measurement Methodology:	**1. Customer Trouble Report Rate = (Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in Service at End of the Report Period) X 100. Note: Local Interconnection Trunks are reported only as total troubles.** The Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total number of "service access lines" existing for CLECs and BST respectively at the end of the report period. **Definition:** Initial and repeated customer direct or referred troubles reported within a calendar month (Where cause is not in carrier equipment) per 100 lines/circuits in service. **Methodology:** Mechanized metric for trouble reports and lines in service.

Reporting Dimensions:	**Excluded Situations:**

• CLEC Specific
• CLEC Aggregate
• BST Aggregate
• State, Region and further geographic dissagregation as required by State Commission Order
• Product Reporting Levels
  • Interconnection Trunks
  • Resale – Residence
  • Resale – Business
  • Resale – Design
  • UNE Design
  • UNE Non Design
	• Trouble tickets canceled at the CLEC request
	• BST trouble reports associated with administrative service
	• CPE Troubles

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order • # Service Access Lines in Service at end of period	• Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order • # Service Access Lines in Service at end of period

MAINTENANCE & REPAIR

Function:	**Quality of Repair & Time to Restore**
Measurement Overview:	This measure, when collected for both the CLEC and BST and compared, monitors that CLEC maintenance requests are cleared comparably to BST maintenance requests.
Measurement Methodology:	**3. Maintenance Average Duration = (Total Duration Time from the Receipt to the Clearing of Trouble Reports) / (Total Closed Troubles) in reporting period** **4. Percent Repeat Troubles within 30 Days = (Total Repeated Trouble Reports within 30 Days) / (Total Closed Troubles) in reporting period X 100** **5. Out of Service (OOS) > 24 Hours = (Total Troubles OOS > 24 Hours) / (Total OOS Troubles) X 100** **Definition:** For Out of Service Troubles (no dial tone, cannot be called or cannot call out): the percentage of troubles cleared in excess of 24 hours. For Percent Repeat Trouble Reports within 30 Days: Trouble reports on the same line/circuit as a previous trouble report within the last 30 calendar days as a percent of total troubles reported. For Average Duration: Average time from the receipt of a trouble until the trouble is cleared. **Methodology:** Mechanized metric from maintenance database(s).

Reporting Dimensions:	**Excluded Situations:**

• CLEC Specific
• CLEC Aggregate
• BST Aggregate
• State, Region and further geographic dissagregation as required by State Commission Order
• Reporting Levels
  • Interconnection Trunks
  • Resale – Residence
  • Resale – Business
  • Resale – Design
  • UNE Design
  • UNE Non Design
	• Trouble reports canceled at the CLEC request
	• BST trouble reports associated with administrative service
	• CPE Troubles

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Total Tickets • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Total Duration Time • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order	• Report Month • Total Troubles • Percentage of Customer Troubles Out of Service > 24 Hours • Total and Percent Repeat Trouble Reports with 30 Days • Total Duration Time • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order

BILLING

Function:	**Invoice Accuracy & Timeliness**
Measurement Overview:	The accuracy of billing invoices delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST. This measurement compares CLEC to BST results.
Measurement Methodology:	**1. Invoice Accuracy = [(Total Billed Revenues during current month) - (/Total Adjustment Revenues during current month/) / Total Billed Revenues during current month] x 100** This measure provides the percentage accuracy of the billing invoices for a CLEC by dividing the difference between the total billed revenue and total adjustment revenues by the total billed revenues during the current month. **2. Mean Time to Deliver Invoices = Σ[(Invoice Transmission Date) - (Date of Scheduled Bill Close)] / (Count of Invoices Transmitted in Reporting Period)** This measure provides the mean interval for billing invoices. CRIS-based invoices should be released for delivery within six (6) workdays, and CABS-based invoices should be released for delivery within eight (8) calendar days. **Objective:** Measures the percentage of accuracy and mean interval for timeliness of billing records delivered to CLECs in an agreed upon format.

Reporting Dimensions:	**Excluded Situations:**
• CLEC Specific • CLEC Aggregate • BST Aggregate	• Any invoices rejected due to formatting or content errors • Adjustments not related to billing errors (e.g., credits for service outage)
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**

• Report Monthly
• Invoice Type
  ■ Resale
  ■ Unbundled Element Invoices (UNE)
  ■ Interconnection
	• Report Monthly
	• Retail Type
	  ■ CRIS
	  ■ CABS

BILLING

Function:	**Usage Data Delivery Accuracy, Timeliness & Completeness**
Measurement Overview:	The accuracy of usage records delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST. This measurement compares CLEC to BST results.
Measurement Methodology:	**1. Usage Data Delivery Accuracy = (Total number of usage data packs sent during current month) - (Total number of usage data packs requiring retransmission during current month) / Total number of usage data packs sent during current month** This measurement captures the percentage of recorded usage and recorded usage data packets transmitted error free and in an agreed upon format to the appropriate CLEC, as well as a comparison against BST Data Packet Transmission. **2. Usage Data Delivery Completeness = (Total number of Recorded usage records delivered during the current month that are within thirty (30) days of the message(usage record) create date) / (Total number of Recorded usage records delivered during the current month)** This measurement provides percentage of recorded usage data (BellSouth recorded and usage recorded by other carriers) processed and transmitted to the CLEC within thirty (30) days of the message (usage record) create date. A comparison is also provided showing completeness of BST messages processed and transmitted via CMDS. **3. Usage Data Delivery Timeliness = (Total number of usage records sent within six(6) calendar days from initial recording/receipt) / (Total number of usage records sent)** This measurement provides percentage of recorded usage data (BellSouth recorded and usage recorded by other carriers) delivered to the appropriate CLEC within six (6) calendar days from initial recording. A comparison is also provided showing timeliness of BST messages processed and transmitted via CMDS. **Objective:** The purpose of these measurements is to demonstrate the level of quality and timeliness of processing and transmission of both types of usage data (BellSouth recorded and usage recorded by other carriers) to the appropriate CLEC. **Methodology:** The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC. Timeliness and completeness measures are reported on the same report.

Reporting Dimensions:	**Excluded Situations:**
• CLEC Aggregate • CLEC Specific • BST Aggregate	• None
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**

• Report Month
• Record Type
  ■ BellSouth Recorded
  ■ Non-BellSouth Recorded
	• Report Monthly
	• Record Type

OPERATOR SERVICES: TOLL ASSISTANCE AND DIRECTORY ASSISTANCE (Toll, DA)

Function:	**Speed to Answer Performance**
Measurement Overview:	The speed of answer delivered to CLEC retail customers, when BST provides Operator Services with Toll Assisted Calls or Directory Assistance on behalf of the CLEC, must be substantially the same as the speed of answer that BST delivers to its own retail customers, for equivalent local services. The same facilities and operators are used to handle BST and CLEC customer calls as well as inbound call queues that will not differentiate between BST & CLEC service.
Measurement Methodology:	**1. Average Speed to Answer (Toll) =** Σ (Total Call Waiting Seconds) / (Total Calls Served) **2. Percent Answered within "X" Seconds (Toll) =** Derived by converting the Average Speed to Answer (Toll) using BellCore Statistical Answer Conversion Tables, to arrive at a percent of calls answered in less than thirty seconds. **3. Average Speed to Answer (DA) =** Σ (Total Call Waiting Seconds) / (Total Calls Served) **4. Percent Answered within "X" Seconds (DA) =** Derived by converting the Average Speed to Answer (DA) using BellCore Statistical Answer Conversion Tables, to arrive at a percent of calls answered in less than twenty seconds. **Definition:** Measurement of the average time in seconds calls wait before answer by a Toll or DA operator and the percent of Toll or DA calls that are answered in less than a predetermined time frame. **Methodology:** The Average Speed to Answer for Toll and DA is provided today from monthly system measurement reports, taken from the centralized call routing switches. The "Total Call Waiting Seconds" is a sub-component of this measure, which BellSouth systems calculate by monitoring the total number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "Total Calls Served" is the other sub-component of this measure, which BellSouth systems record as the total number of calls handled by Operator Services Toll or DA centers. The Percent Answered within thirty and twenty seconds measurement for Toll and DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within thirty/twenty seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, # of operators, max queue size and call abandonment rates. Current BellSouth call center switch technology and business operations do not provide mechanized measurements differentiating between human versus machine call answer processing methods.

OPERATOR SERVICES: TOLL ASSISTANCE AND DIRECTORY ASSISTANCE (Toll, DA)

Reporting Dimensions:	**Excluded Situations:**
• Toll Assistance (Toll) in Aggregate • Directory Assistance (DA) in Aggregate • State	• Calls abandoned by customers prior to answer by the BST Toll or DA operator
Data Retained (On Aggregate Basis):	
• Month • Call Type (Toll or DA) • Average Speed of Answer	

E911

Function:	**Timeliness and Accuracy**
Measurement Overview:	• BellSouth's goal is to maintain 100% accuracy in the E911 database for all its CLEC resale and BST retail customers by correctly processing all batch orders for E911 database updates. Each batch order contains any number of E911 data base record updates. BST uses Network Data Mover (NDM) to transmit both CLEC resale and BST retail E911 updates to SCC (third party E911 database vendor) once per day for the entire region. No processing distinctions are made between CLEC records and BST records. SCC's goal is to process these batch order updates within 24 hours. • CLECs ordering unbundled switching and facilities-based CLEC E911 providers are responsible for the accuracy of their data that is input into the E911 database. Facilities-based CLEC record updates are transmitted by the CLEC directly to SCC without any BST involvement and are not included in the monthly SQM reports. • When CLEC resale or BST retail records experience errors in SCC's system, the errors are handled by either BST or SCC and processed within 24 hours. • BellSouth in conjunction with SCC provides accuracy, timeliness and mean interval measurements for both CLEC resale and BST retail customers.
Measurement Methodology:	**1. E911 Timeliness = [(Number of Batch Orders Processed Within 24 Hours) / (Total Number of Batch Orders Submitted)] X 100** **Definition:** Measures the percentage of batch orders for E911 database updates processed within a 24-hour period. Based upon completed service order activity within the 24 hour period, one batch order per end office is transmitted daily by BST to SCC. **Methodology:** Mechanized metric from SCC's E911 database. **2. E911 Accuracy = [(Number of Individual Record Updates Processed with Errors) / (Total Number of Individual Record Updates)] X 100** **Definition:** Measures the percentage of individual E911 record updates processed by SCC with no initial errors. **Methodology:** Mechanized metric from SCC's E911 database. **3. E911 Mean Interval = Sum [(Date and Time of Batch Order Completion) - (Date and Time of Batch Order Submission)] / (Number of Batch Orders Completed in Reporting Period)** **Definition:** Measures the mean interval processing of E911 batch orders. **Methodology:** Mechanized metric from SCC's E911 database.

E911

Reporting Dimensions:	**Excluded Situations:**
• BST Aggregate (Includes CLEC resale records) • State and Regional Level	• Any order canceled by the CLEC. • Facilities-based CLEC Orders.
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• No distinctions are made between CLEC resale records and BST retail records (CLEC resale data is included under BST retained data).	• Report Month • Number of Individual Records with Errors • Number of Successfully Processed Individual Records • Batch Submission Date/Time • Batch Completion Date/Time • State and Region

TRUNK GROUP PERFORMANCE

Function:	**Interconnection Trunk Performance**
Measurement Overview:	In order to ensure quality service to the CLECs as well as protect the integrity of the BST network, BST collects traffic performance data on the trunk groups interconnected with the CLECs as well as all other trunk groups in the BST network.
Measurement Methodology:	**1. Trunk Group Service Summary: Contains the service performance results of all final trunk groups (both BST administered trunk groups and CLEC administered trunk groups) between Point of Termination (POT) and BST tandems or end offices, by region, by CLEC, CLEC Aggregate, and BST aggregate.** Specifically measures the total number of trunk groups, number of trunk groups measured, and the number of trunk groups which exceed the blocking threshold during their busy hours. **2. Trunk Group Service Detail: Provides a detailed list of all final trunk groups between POTs and BST end offices or tandems (A-end and Z-end for BST Local trunks) including the actual blocking performance when blocking exceeds the measured blocking threshold. The blocking performance includes the observed blocking number for a particular Trunk Group Serial Number (TGSN).** Blocking thresholds for all trunk groups are 3%, except BST CTTG, which is 2%. Measured Blocking =[(Total number of Blocked Calls)/(Total number of Attempted Calls)] X 100

Reporting Dimensions:	**Excluded Situations:**
• BST Trunk Group Aggregate • CLEC Trunk Group Aggregate • CLEC Trunk Group Specific • State, Region and further geographic dissagregation as required by State Commission Order	• Trunk Groups for which valid traffic data measurement unavailable.
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Total Trunk Groups • Total Trunk Group for which data available • Threshold exceptions • Exceptions percent of the total • State, Region and further geographic dissagregation as required by State Commission Order • Exception Trunk detail	• Report Month • Total Trunk Groups • Total Trunk Group for which data available • Threshold exceptions • Exceptions percent of the total • State, Region and further geographic dissagregation as required by State Commission Order • Exception Trunk detail

TRUNK GROUP PERFORMANCE

Trunking Definitions

Field Name	Description	Data Type
Switch	Identifier for the BellSouth end of the Trunk Group. Part of 37 character Common Language Location Identifier (CLLI) code.	AlphaNum(11)
POT	Identifier for the CLEC Point of Termination (POT) of the Trunk Group. Part of 37 character Common Location Language Identifier (CLLI) code.	AlphaNum(11)
TGSN	Unique trunk group identifier. (Trunk Group Serial Number)	AlphaNum(8)
TANDEM	Identifier for the BellSouth Tandem end of the Trunk Group. Part of 37 character Common Language Location Identifier (CLLI) code.	AlphaNum(11)
END OFFICE	Identifier for the BellSouth End Office of the Trunk Group. Part of 37 character Common Location Language Identifier (CLLI) code.	AlphaNum(11)
A-END	Identifier for the BellSouth Originating/Low Alpha end of the Trunk Group. Part of 37 character Common Language Location Identifier (CLLI) code.	AlphaNum(11)
Z-END	Identifier for the BellSouth Terminating/High Alpha end of the Trunk Group. Part of 37 character Common Location Language Identifier (CLLI) code.	AlphaNum(11)
DESCRPT	Describes function/operation of the Trunk Group. Part of 37 character Common Language Location Identifier (CLLI) code.	AlphaNum(15)
OBSVD BLKG	Blocking ratio determined from traffic data measurement.(Total number of calls blocked/Total number of calls attempted)	Numeric
HR	Time of day when the maximum observed blocking was recorded.	Numeric
TKS	Total number of trunks in service in a trunk group	Numeric
VAL DAYS	Total number of valid days of measurement	Numeric
NBR RPTS	Number of consecutive monthly reports for which the trunk group exceeded the measured blocking threshold	Numeric(2)
RMKS	Cause of blocking and/or release plan	AlphaNum

Collocation

Function:	**Response Interval, Provisioning Interval and Timeliness for Providing Collocation Space to a CLEC in a BellSouth Central Office.**
Measurement Overview:	Collocation is the placement of customer-owned equipment in BellSouth Central Offices for interconnecting to BellSouth's tariffed services and unbundled network elements. BellSouth offers both Virtual and Physical Collocation and will report its performance on these offerings separately. The milestones in the process for which measurements will be provided are: the average time to respond to a request after we have the complete application; the average time between receiving the bona fide firm order until the space is made available to the CLEC; and the percentage of due dates on firm orders missed.
Measurement Methodology:	**1. Average Response Time = Σ (Request Response Date & Time) - (Request Submission Date & Time)/Count of Responses Returned in Reporting Period.** **Definition:** Measures the average time from the receipt of a complete and accurate Collocation Request (including receipt of Application Fees) to the date BellSouth responds in writing. Methodology: Manual **2. Average Arrangement Time = Σ (Date & Time Collocation Arrangement is Complete) - (Date & Time Order for Collocation Arrangement submitted)/Total Numbers of Collocation Arrangements Completed during Reporting Period.** **Definition:** Measures the Average Time from the receipt of complete and accurate Firm Order (including Fees) to date BellSouth completes the Collocation Arrangement [Called "BellSouth complete date". Assumes space and construction complete and network infrastructure complete.] Methodology: Manual **3. % of Due Dates Missed = (Number of Orders not completed w/i ILEC committed Due Date during reporting period) / (Number of Orders completed in reporting period) X 100.** **Definition:** Measures the percent of Collocation space request, including construction and network infrastructure, that are not complete on the due date. Methodology: Manual

Reporting Dimensions:	**Excluded Situations:**
• State, Region and further geographic dissagregation as required by State Commission Order • Virtual • Physical	• Any order canceled by the CLEC. • Time for BST to obtain any permits • Collocation contract negotiations
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Reference Number • Application Submission Date • Firm Order Submission Date • Space Acceptance Date	• Report Month • Bona Fide Application Receipt Date • Application Response Date • Bona Fide Firm Order Receipt Date • BST Completion Date

Appendix A: Reporting Scope

Standard Service Groupings	*Pre-Order, Ordering* • Resale Residence • Resale Business • Resale Special • Local Interconnection Trunks • UNE • UNE - Loops w/LNP *Provisioning* • UNE Non-Design • UNE Design • UNE Loops w/LNP • Local Interconnection Trunks • Resale Residence • Resale Business • Resale Design • BST Trunks • BST Residence Retail • BST Business Retail *Maintenance and Repair* • Local Interconnection Trunks • UNE Non-Design • UNE Design • Resale Residence • Resale Business • BST Interconnection Trunks • BST Residence Retail • BST Business Retail Local Interconnection Trunk Group Blockage • BST CTTG Trunk Groups • CLEC Trunk Groups

Appendix A: Reporting Scope

Standard Service Order Activities *These are the generic BST/CLEC service order activities which are included in the Pre-Ordering, Ordering, and Provisioning sections of this document. It is not meant to indicate specific reporting categories.*	• New Service Installations • Service Migrations Without Changes • Service Migrations With Changes • Move and Change Activities • Service Disconnects (Unless noted otherwise)
Pre-Ordering Query Types:	• Address • Telephone Number • Appointment Scheduling • Customer Service Record • Feature Availability
Report Levels	• CLEC State • CLEC Region • CLEC MSA • Aggregate CLEC State • Aggregate CLEC Region • Aggregate CLEC MSA • BST State • BST Region • BST MSA

Appendix B: Glossary of Acronyms and Terms

A	**ACD**	Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.
	AGGREGATE	Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.
	ASR	Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.
	ATLAS	Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.
	ATLASTN	ATLAS software contract for Telephone Number
B	**BILLING**	The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.
	BOCRIS	Business Office Customer Record Information System - A front-end presentation manager used by BellSouth organizations to access the CRIS database.
	BRC	Business Repair Center - The BellSouth Business Systems trouble receipt center which serves large business and CLEC customers.
	BST	BellSouth Telecommunications, Inc.
C	**CKTID**	A unique identifier for elements combined in a service configuration
	CLEC	Competitive Local Exchange Carrier
	CMDS	Centralized Message Distribution System - BellCore administered national system used to transfer specially formatted messages among companies.
	COFFI	Central Office Feature File Interface - A BellSouth Operations System database which maintains Universal Service Order Code (USOC) information based on current tariffs.
	COFIUSOC	COFFI software contract for feature/service information
	CRIS	Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.
	CRSACCTS	CRIS software contract for CSR information
	CSR	Customer Service Record
	CTTG	Common Transport Trunk Group - Final trunk groups between BST & Independent end offices and the BST access tandems.
D	**DESIGN**	Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities
	DISPOSITION & CAUSE	Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.
	DLETH	Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS
	DLR	Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.
	DOE	Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.
	DSAP	DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and UNEs.
	DSAPDDI	DSAP software contract for schedule information

Appendix B: Glossary of Acronyms and Terms

E	**E911**	Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.
	EDI	Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra company business documents in a public standard format.
F	**FLOW-THROUGH**	In the context of this document, orders that are processed mechanically without human intervention.
	FOC	Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.
G		
H	**HAL**	"Hands Off" Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.
	HALCRIS	HAL software contract for CSR information
I	**ISDN**	Integrated Services Digital Network
K		
L	**LCSC**	Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Preordering transactions along with associated expedite requests and escalations.
	LEGACY SYSTEM	Term used to refer to BellSouth Operations Support Systems (see OSS)
	LENS	Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.
	LEO	Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.
	LESOG	Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.
	LMOS	Loop Maintenance Operations System - A BellSouth Operations System which stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities.
	LMOS HOST	LMOS host computer
	LMOSupd	LMOS updates
	LNP	Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.
	LOOPS	Transmission paths from the central office to the customer premises.
	LSR	Local Service Request - A request for local resale service or unbundled network elements from a CLEC.
M	**MAINTENANCE & REPAIR**	The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.
	MARCH	A BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.
N	**NC**	"No Circuits" - All circuits busy announcement

Appendix B: Glossary of Acronyms and Terms

O	**OASIS**	Obtain Availability Services Information System - A BellSouth front-end processor which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.
	OASISBSN	OASIS software contract for feature/service
	OASISCAR	OASIS software contract for feature/service
	OASISLPC	OASIS software contract for feature/service
	OASISMTN	OASIS software contract for feature/service
	OASISNET	OASIS software contract for feature/service
	OASISOCP	OASIS software contract for feature/service
	ORDERING	The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.
	OSPCM	Outside Plant Contract Management System - Provides Scheduling Information.
	OSS	Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.
	OUT OF SERVICE	Customer has no dial tone and cannot call out.
P	**POTS**	Plain Old Telephone Service
	PREDICTOR	The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.
	PREORDERING	The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.
	PROVISIONING	The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.
	PSIMS	Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.
	PSIMSORB	PSIMS software contract for feature/service
Q		
R	**RNS**	Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.
	RRC	Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.
	RSAG	Regional Street Address Guide - The BellSouth database which contains street addresses validated to be accurate with state and local governments.
	RSAGADDR	RSAG software contract for address search
	RSAGTN	RSAG software contract for telephone number search

Appendix B: Glossary of Acronyms and Terms

S	**SOCS** **SOIR**	Service Order Control System - The BellSouth Operations System which routes service order images among BellSouth drop points and BellSouth Operations Systems during the service provisioning process. Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911.
T	**TAFI** **TN**	Trouble Analysis Facilitation Interface - The BellSouth Operations System which supports trouble receipt center personnel in taking and handling customer trouble reports. Telephone Number
U	**UNE**	Unbundled Network Element
V		
W	**WTN**	A unique identifier for elements combined in a service configuration
X		
Y		
Z		
∑		Sum of:

Appendix C

BELLSOUTH'S AUDIT POLICY:

BellSouth currently provides many CLECs with audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit for every CLEC with which it has a contract. As of November 20, 1998, that would equate to over 600 audits per year and that number is continually growing. BellSouth is in the process of developing a proposed set of reasonable controls associated with individual CLEC audits. In addition, BellSouth will conduct a comprehensive audit of the aggregate level reports for both BellSouth and the CLECs for each of the next five (5) years, to be conducted by an independent third-party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

1. the cost be borne 50% by BellSouth and 50% by the CLECs

2. the independent third party auditor shall be selected with input from both BellSouth and the CLECs

3. the scope of the audit shall be jointly determined by Bellsouth and the CLECs.

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
OptiLink
BellSouth Standard Interconnection Agreement

Agreement Effective Date:	**Agreement Expiration Date:**
Account Manager:	**Account Manager Tel No:**

Attachment Name/Number	Section Number	Version Date	Planned Activities
Terms/Conditions PartA	1		
	2		
	3		
	4		
	5		
	6		
	7		
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	10		
	11		
	12		
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	15		
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	19		
	20		
	21		
	22		
	23		
	24		
	25		
Terms/Conditions Part B			
1-Resale	1		
	2		

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
OptiLink
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
	Exhibit B		
2-Unb Network Elements	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
3-Local Interconnection	1		
	2		

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
OptiLink
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	Exhibit A		
4-Physical Collocation	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	Exhibit A		
	Exhibit B		
5-Access to Numbers & Number Portability	1		
	2		
	3		
	4		
	5		
	6		
	7		

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
OptiLink
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	Exhibit A		
6-Ordering/Provisioning	1		
	2		
	3		
7-Billing & Billing Accuracy Certification	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
8-ROW/Conduits/PoleAtt	1		
9-Perf Measurement	Pre-Ordering		
	Ordering		
	Provisioning		
	Maint/Repair		
	Billing		
	Opr Svcs/DA		
	E911		
	Trunk Grp Perf		
	Collocation		
	Appendix A		
	Appendix B		
	Appendix C		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
OptiLink
BellSouth Standard Interconnection Agreement

Agreement Effective Date:	**Agreement Expiration Date:**
Account Manager:	**Account Manager Tel No:**

Attachment Name	Section No.	Version Date	Planned Activities
Terms/Conditions PartA	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
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	20		
	21		
	22		
	23		
	24		
	25		
Terms/Conditions Part B			
1-Resale	1		
	2		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
OptiLink
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
	Exhibit B		
2-Unb Network Elements	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
3-Local Interconnection	1		
	2		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
OptiLink
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	Exhibit A		
4-Physical Collocation	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	Exhibit A		
	Exhibit B		
5-Access to Numbers & Number Portability	1		
	2		
	3		
	4		
	5		
	6		
	7		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
OptiLink
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	Exhibit A		
6-Ordering/Provisioning	1		
	2		
	3		
7-Billing & Billing Accuracy Certification	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
8-ROW/Conduits/PoleAtt	1		
9-Perf Measurement	Pre-Ordering		
	Ordering		
	Provisioning		
	Maint/Repair		
	Billing		
	Opr Svcs/DA		
	E911		
	Trunk Grp Perf		
	Collocation		
	Appendix A		
	Appendix B		

Amendment to the Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And OptiLink Communications, Inc. dated July 1, 1999

This Agreement refers to the Interconnection Agreement ("the Agreement") entered into by OptiLink Communications, Inc. ("OptiLink") and BellSouth Telecommunications, Inc. ("BellSouth") on July 1, 1999. This Amendment ("Amendment") is made by and between OptiLink and BellSouth and shall be deemed effective on the date executed by OptiLink and BellSouth.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OptiLink and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. The General Terms and Conditions are hereby amended to delete the following language:

> **The rates, terms and conditions contained within the General Terms and Conditions were negotiated as a whole and each term and condition within the General Terms and Conditions is interdependent upon the other terms and conditions.**

2. Attachment 1 – Resale is hereby amended to delete the following language:

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

3. The second paragraph of Section 3.1 of Attachment 1 is hereby deleted in its entirety and replaced with the following language:

> 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 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**.**

4. Attachment 2 – Access to Unbundled Network Elements is hereby amended to delete the following language:

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

And the following language is inserted in its place:

Attachment 2 consists of the following sections:

- Unbundled Loops
- Integrated Digital Loop Carriers
- Network Interfaces Device
- Unbundled Loop Concentration (ULC) System
- Sub Loops
- Local Switching
- Transport
- Tandem Switching
- Operator Systems
- Signaling
- Signaling Transfer Points (STPs)
- Service Control Points/Databases
- Dark Fiber
- SS7 Network Interconnection
- Basic 911 and E911
- Line Information Database (LIDB)
- Calling Name (CNAM) Database Service

Each of these sections contains terms and conditions that are applicable to each individual section. Rates for each section are also applicable but are contained in Exhibit C of this Attachment.

5. Attachment 3 – Local Interconnection is hereby amended to delete the following language:

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

And the following language is inserted in its place:

All negotiated rates, terms and conditions set forth in this Attachment pertain to the provision of local interconnection.

6. Attachment 4 – Physical Collocation is hereby amended to delete the following language:

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

7. Section 1.1 of Attachment 4 – Physical Collocation is hereby amended to include the following language as a new paragraph:

All negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of collocation space.

8. Attachment 5 – Access to Numbers and Number Portability is hereby amended to delete the following language:

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

9. Section 1 of Attachment 5 – Access to Numbers and Number Portability is hereby deleted in its entirety and replaced with the following language:

1. <u>Non-Discriminatory Access to Telephone Numbers</u>

All negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

During the term of this Agreement, OptiLink shall contact Lockheed Martin for the assignment of numbering resources. In order to be assigned a Central Office Code, OptiLink 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).

10. Attachment 6 – Ordering and Provisioning is hereby amended to delete the following language:

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

11. Section 1 of Attachment 6 – Ordering and Provisioning is hereby amended to include the following language as a new paragraph:

All negotiated rates, terms and conditions set forth in this Attachment pertain to ordering and provisioning.

12. Attachment 7 – Billing and Billing Accuracy Certification is hereby amended to delete the following language:

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

13. Section 1 of Attachment 7 – Billing and Billing Accuracy Certification is hereby amended to include the following language as a new paragraph:

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certification.

14. Attachment 8 – Rights-of-Way, Conduits, and Pole Attachments is hereby amended to delete the following language:

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

15. Attachment 9 – Performance Measurements is hereby amended to delete the following language:

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

16. All of the other provisions of the Agreement shall remain unchanged and in full force and effect.

17. Either or both of the Parties is authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

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

OptiLink Communications, Inc.	**BellSouth Telecommunications, Inc.**
Original on File	Original on File
Signature	Signature
Richard Gourley	Jerry Hendrix
Printed Name	Printed Name
Vice President	Sr. Director
Title	Title
11/18/99	11/27/99
Date	Date

Amendment to the Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And
OptiLink Communications, Inc.
Dated July 1, 1999

Pursuant to this Agreement, (the "Amendment"), OptiLink Communications, Inc. ("OptiLink"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated July 1, 1999 ("Agreement").

WHEREAS, BellSouth and OptiLink entered into an Interconnection Agreement on July 1, 1999, and;

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

1. The Agreement entered into between BellSouth and OptiLink is hereby amended to delete Attachment 4 in its entirety and replace it with a new Attachment 4, attached hereto as Exhibit 1, which incorporates the rules set forth by the FCC in its Decision 99-48, Docket No. 98-147.

2. All of the other provisions of the Agreement, dated July 1, 1999, shall remain in full force and effect.

3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

OptiLink Communications, Inc.	**BellSouth Telecommunications, Inc.**
Original on File Signature	Original on File Signature
Richard Gourley Printed Name	Jerry D. Hendrix Printed Name
Vice President Title	Sr. Director Title
2/14/2000 Date	2/29/2000 Date

Exhibit 1

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 OptiLink is occupying the collocation space as a sole occupant or as a Host within a Premises location pursuant to Section 4.

All the negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of collocation space.

1.2 Right to occupy. BellSouth shall offer to OptiLink collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to Section 4 of this Attachment, BellSouth hereby grants to OptiLink a right to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size which is specified by OptiLink and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth Premises include BellSouth Central Offices and Serving Wire Centers, as well as all buildings or similar structures owned or leased by BellSouth that house BellSouth Network Facilities and all structures that house facilities on public rights-of-way, including but not limited to, vaults containing loop concentrators and other similar structures. To the extent this Agreement does not include all the necessary rates, terms and conditions for BellSouth Premises other than BellSouth Central Offices, the Parties will negotiate said rates, terms, and conditions at the request for collocation at other than a Central Office. Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth Premises. The size specified by OptiLink may contemplate a request for space sufficient to accommodate OptiLink's growth within a two year period unless otherwise agreed to by the Parties.

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

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

Central Office (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by OptiLink pursuant to section 5.6 following. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.4 Rates and charges. OptiLink agrees to pay the rates and charges identified at Exhibit A attached hereto.

2. Space Notification

2.1 Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth will permit OptiLink 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 no space available due to technical infeasibility. BellSouth will respond to an application within ten (10) business days as to whether space is available or not available within a BellSouth Premises.

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

2.2.1 The request from OptiLink 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 particular Central Office location within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes up to and including five (5) Central Office locations within the same state. The response time for requests of more than five (5) shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify OptiLink and inform OptiLink of the time frame under which it can respond.

2.3 Denial of Application. After notifying OptiLink that BellSouth has no available space in the requested Central Office ("Denial of Application"), BellSouth will allow OptiLink, upon request, to tour the entire Central Office within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Central Office must be received by BellSouth within five (5) business days of the Denial of Application.

2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6).

2.5 Waiting List. On a first come first served basis, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. Upon request BellSouth will advise OptiLink as to its position on the list.

2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) business days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

2.7 State Agency Procedures. Notwithstanding the foregoing, should any state regulatory agency impose a procedure different than procedures set forth in this section, that procedure shall supersede the requirements set forth herein.

3. Collocation Options

3.1 Cageless. Except where local building code does not allow cageless collocation, BellSouth shall allow OptiLink to collocate OptiLink's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow OptiLink to have direct access to its equipment and facilities but may require OptiLink to use a central entrance to the BellSouth Central Office. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where OptiLink's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, OptiLink must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.5 following.

3.2 Cages and Adjacent Arrangement Enclosures. BellSouth shall authorize the enclosure of OptiLink's equipment and facilities at OptiLink's option or if required by local building code. OptiLink must arrange with a BellSouth certified contractor to construct a collocation arrangement enclosure in accordance with BellSouth's

guidelines and specifications and at its sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, OptiLink and OptiLink's BellSouth certified contractor must comply with local building code requirements. OptiLink's BellSouth certified contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The Certified Vendor shall bill OptiLink directly for all work performed for OptiLink pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. OptiLink 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 OptiLink's locked enclosure prior to notifying OptiLink.

3.2.1 BellSouth has the right to review OptiLink's plans and specifications prior to allowing construction to start. BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's guidelines and specifications and to require OptiLink to remove or correct at OptiLink's cost any structure that does not meet these standards.

3.3 Shared (Subleased) Caged Collocation. OptiLink may allow other telecommunications carriers to share OptiLink's caged collocation arrangement pursuant to terms and conditions agreed to by OptiLink ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared (Subleased) Caged Collocation and (2) where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. OptiLink 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 ther term of the agreement, and shall contain a certification by OptiLink that said agreement imposes upon the Guest(s) the same terms and conditions for collocation space as set forth in this Agreement between BellSouh and OptiLink.

3.3.1 OptiLink shall be the sole interface and responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this application is not the initial application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities

between BellSouth and Guest and for the provisions of the services and access to unbundled network elements.

3.3.2 OptiLink 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 OptiLink's Guests in the Collocation Space.

3.4 Adjacent Collocation. BellSouth will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Central Office is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Central Office property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by OptiLink and in conformance with BellSouth's design and construction specifications. Further, OptiLink shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for Adjacent Collocation.

3.4.1 Should OptiLink elect such option, OptiLink 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, OptiLink and OptiLink's contractor must comply with local building code requirements. OptiLink's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. OptiLink's BellSouth Certified Vendor shall bill OptiLink directly for all work performed for OptiLink pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. OptiLink 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 OptiLink's locked enclosure prior to notifying OptiLink.

3.4.2 BellSouth maintains the right to review OptiLink's plans and specifications prior to construction of an Adjacent Arrangement(s). BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to commencement, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require OptiLink, at OptiLink's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

3.4.3 OptiLink shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the

BellSouth point of interconnection. At OptiLink'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. OptiLink's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangment.

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

4. Occupancy

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

4.2 Occupancy. BellSouth will notify OptiLink in writing that the Collocation Space is ready for occupancy. OptiLink must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. OptiLink must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. If OptiLink fails to place operational telecommunications equipment in the Collocation Space within 180 calendar days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event OptiLink's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to OptiLink with respect to said Collocation Space. Termination of OptiLink's rights to the Collocation Space pursuant to this paragraph shall not operate to release OptiLink from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this paragraph, OptiLink's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.3 Termination. Except where otherwise agreed to by the Parties, OptiLink may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, OptiLink at its expense shall remove its equipment and other property from the Collocation Space. OptiLink shall have thirty (30) days from the termination date to complete such removal, including the removal of all equipment and facilities of OptiLink's Guests; provided, however, that OptiLink shall continue payment of monthly fees to BellSouth until such date as OptiLink has fully vacated the Collocation Space. Should OptiLink fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of OptiLink at OptiLink's expense and with no liability for damage or injury

to OptiLink's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Attachment, OptiLink shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the OptiLink except for ordinary wear and tear. OptiLink shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment used or useful for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services. Such equipment used or useful for interconnection and access to unbundled network elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and multiplexers, and digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching modules. Nothing in this section requires BellSouth to permit collocation of equipment used solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of requesting carriers to use all the features, functions, and capabilities of equipment collocated pursuant to this section.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards.

5.1.2 OptiLink shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.

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

5.2 Entrance Facilities. OptiLink may elect to place OptiLink-owned or OptiLink-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Central Office building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. OptiLink will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice

location. OptiLink will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the OptiLink's equipment in the Collocation Space. In the event OptiLink utilizes a non-metallic, riser-type entrance facility, a splice will not be required. OptiLink must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. OptiLink is responsible for maintenance of the entrance facilities At OptiLink's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions.

5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide OptiLink 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 OptiLink'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. OptiLink may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another OptiLink collocation arrangement within the same BellSouth Central Office. OptiLink must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to OptiLink-provided riser cable.

5.3 Splicing in the Entrance Manhole. Although not generally permitted, should OptiLink request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to OptiLink by BellSouth, OptiLink shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

5.4 Demarcation Point. BellSouth will designate the point(s) of interconnection between OptiLink'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. OptiLink shall be responsible for providing, and OptiLink's BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. OptiLink or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 5.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At OptiLink'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. OptiLink must make arrangements with a BellSouth certified vendor for such placement.

5.5 OptiLink's Equipment and Facilities. OptiLink, or if required by this Attachment, OptiLink's BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by OptiLink. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.

5.6 Co-Carrier Cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth telecommunications services, unbundled network elements, and facilities, OptiLink may directly connect to other Interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through facilities owned by OptiLink or through BellSouth facilities designated by OptiLink, at OptiLink's option. Such connections to other carriers may be made using either optical or electrical facilities. OptiLink may deploy such optical or electrical connections directly between its own facilities and the facilities of other Interconnector(s) without being routed through BellSouth equipment.

5.6.1 If OptiLink requests a co-Carrier cross-connect after the initial installation, OptiLink must submit an application with a Subsequent Application Fee. OptiLink must use a Certified Vendor to place the co-Carrier cross connect, except in cases where the OptiLink equipment and the equipment of the other Interconnector are located within contiguous collocation spaces. In cases where OptiLink's equipment and the equipment of the other Interconnector are located in contiguous collocation spaces, OptiLink will have the option to deploy the co-Carrier cross connects between the sets of equipment. Where cable support structure exists for such connection, there will be a recurring charge per linear foot of support structure used. When cable support structures do not exist and must be constructed a pro-rated non-recurring charge for the individual case will be assessed to all that benefit from that construction.

5.7 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making

BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to OptiLink when access to the Collocation Space is required. OptiLink may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that OptiLink will not bear any of the expense associated with this work.

5.8 Access. Pursuant to Section 11, OptiLink shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. OptiLink agrees to provide the name and social security number ordate of birth or driver's license number of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. OptiLink agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of OptiLink employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with OptiLink or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

5.8.1 Lost or Stolen Access Keys. OptiLink shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), OptiLink shall pay for all reasonable costs associated with the re-keying.

5.9 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other Interconnector located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other Interconnector, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of OptiLink violates the provisions of this paragraph, BellSouth shall give written notice to OptiLink, which notice shall direct OptiLink to cure the violation within forty-eight (48) hours of OptiLink's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the parties agree to consult immediately and, if necessary, to inspect the arrangement. If OptiLink fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to OptiLink's equipment. BellSouth will endeavor, but is not required, to provide notice to OptiLink prior to taking such action and shall have no liability to OptiLink for any

damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.10 Personalty and its Removal. Subject to requirements of this Attachment, OptiLink may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment**,** as it deems desirable for the conduct of business; Provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by OptiLink in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by OptiLink at any time. Any damage caused to the Collocation Space by OptiLink's employees, agents or representatives during the removal of such property shall be promptly repaired by OptiLink at its expense.

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

5.12 Janitorial Service. OptiLink shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and shall arrange directly with a BellSouth certified contractor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

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

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

6.1.2 Subsequent Application Fee. In the event OptiLink or OptiLink's Guest(s) desire to modify the use of the Collocation Space, OptiLink shall complete an Application document detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in

Exhibit A. Said minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by OptiLink in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by OptiLink for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the subsequent application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to OptiLink. The fee for an application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. If the modification requires capital expenditure assessment, a fee ranging from the minimum Subsequent Application Fee up to the full Application Fee Charge for the appropriate state shall apply. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by OptiLink within 30 calendar days following OptiLink's receipt of a bill or invoice from BellSouth.

6.2 Application Response. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond within ten (10) business days of receipt of an Application whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a comprehensive written response within thirty (30) business days of receipt of a complete application. When multiple applications are submitted within a fifteen business day window, BellSouth will respond to the applications as soon as possible, but no later than the following: within thirty (30) business days for applications 1-5; within thirty-six (36) business days for applications 6-10; within forty-two (42) business days for applications 11-15. Response intervals for multiple applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation. The Application Response will detail whether the amount of space requested is available or if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space.6.3 Bona Fide Firm Order. OptiLink shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires OptiLink to complete the Application/Inquiry process described in Subsection 6.1, preceding, and submit the Physical Expanded Interconnection Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response provided by BellSouth ("Bona Fide Firm Order") and all appropriate fees. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's response to

OptiLink's Application/Inquiry. If OptiLink makes changes to its application in light of BellSouth's written Application Response, BellSouth will be required to re-evaluate and respond to the change(s). In this event, BellSouth's provisioning interval will not start until the re-evaluation and response to the change(s) is complete and the Bona Fide Firm Order is received by BellSouth and all appropriate fees and duties have been executed. If BellSouth needs to reevaluate OptiLink's application as a result of changes requested by OptiLink to OptiLink's original application, then BellSouth will charge OptiLink a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require OptiLink to resubmit the application with an application fee.

6.3.1 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of OptiLink's Bona Fide Firm Order within five (5) business days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date.

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

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

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

6.4 Construction and Provisioning Interval. BellSouth will negotiate construction and provisioning intervals per request on an individual case basis. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 business days from receipt of a complete and accurate Bona Fide Firm Order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other collocation space ("extraordinary conditions") within 130 business days of the receipt of a complete and accurate Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade;

major upgrade for ADA compliance; environmental hazard or hazardous materials abatement.

6.4.1 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and OptiLink will commence within a maximum of 15 business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to OptiLink during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.

6.4.2 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within 7 business days of the completion of finalized construction designs and specifications.

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

6.5 Use of Certified Vendor. OptiLink shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. In some cases, OptiLink must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide OptiLink with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing OptiLink's equipment and components, installing co-carrier cross connects, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and OptiLink upon successful completion of installation. The Certified Vendor shall bill OptiLink directly for all work performed for OptiLink pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying OptiLink or any vendor proposed by OptiLink.

6.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. OptiLink shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service OptiLink's Collocation Space. Upon request, BellSouth will provide OptiLink with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by OptiLink. Both parties shall use best efforts to notify the other of any verified environmental hazard known to that party. The parties agree to

utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

6.7 Basic Telephone Service. Upon request of OptiLink, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

6.8 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. OptiLink's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by OptiLink divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, or ground plane addition. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will reimburse OptiLink in an amount equal to OptiLink reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

6.9 Virtual Collocation Transition. BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its F.C.C. Tariff No. 1. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, OptiLink may purchase 2-wire and 4-wire Cross-Connects as set forth in Exhibit A, and OptiLink may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, OptiLink may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by OptiLink, such information will be provided to OptiLink in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to OptiLink within 180 days of BellSouth's written denial of OptiLink's request for physical collocation, and (ii) OptiLink was not informed in the written denial that physical collocation space would become available within such 180 days, then OptiLink may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation credit for any OptiLink must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

6.10 Cancellation. If, at anytime, OptiLink cancels its order for the Collocation Space(s), OptiLink will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount OptiLink would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.11 Licenses. OptiLink, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

7. Rates and Charges

7.1 Non-recurring Fees. In addition to the Application Fee referenced in Section 6, preceding, OptiLink shall remit payment of a Cable Installation Fee and one-half (1/2) of the estimated Space Preparation Fee, as applicable, coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) calendar days following OptiLink's receipt of a bill or invoice from BellSouth. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in Subsection 7.4, when OptiLink requests a modification to the arrangement.

7.2 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 6, preceding.

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

7.4 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power OptiLink's equipment. When the Collocation Space is enclosed , OptiLink shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, OptiLink shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event OptiLink's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, OptiLink shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor

space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date OptiLink first occupies the Collocation Space, whichever is sooner.

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

7.5.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to OptiLink's equipment or space enclosure. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized), and installed by OptiLink's certified vendor. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized), and installed by OptiLink's certified power vendor. OptiLink's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. The non-recurring construction charge for construction of additional DC power plant or upgrade of the existing DC power plant in a Central Office as a result of OptiLink's request to collocate in that Central Office ("Power Plant Construction"), will be assessed per the nominal –48V DC ampere requirements specified by OptiLink on the physical collocation application. BellSouth reserves the right to monitor actual usage to verify accuracy of OptiLink's power requirements. OptiLink shall pay its pro-rata share of costs associated with the Power Plant Construction, including but not limited to, standby AC plant elements, DC power plant elements, and the Battery Distribution Fuse Bay (BDFB), where applicable. If OptiLink does not require power feeders from a BDFB, the BDFB component will not be applied to the power plant construction charge. If OptiLink requires power feeders from both a BellSouth power board and a BellSouth BDFB, the power plant construction charge will include all three components for the amount of nominal current fed from the BDFB, but will only include the standby AC and DC power plant components for the amount of nminal current fed from the power board. BellSouth shall comply with all BellCore (Telcordia) and ANSI Standards regarding power cabling, including BellCore (Telcordia) Network Equipment Building System (NEBS) StandardGR-63-CORE. The costs of power plant construction shall be pro-rated and shared among all who benefit from that construction. OptiLink shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. OptiLink shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. If BellSouth has not previously invested in power plan capacity for collocation at a specific site, OptiLink has the option to perform the Power Plant Construction itself; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Attachment OptiLink shall have the right

to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Attachment, such upgrades shall become the property of BellSouth. OptiLink is responsible for contracting with a BellSouth certified vendor for power distribution feeder cable runs from a BellSouth BDFB or power board to OptiLink's equipment. When obtaining power from a BellSouth BDFB or miscellaneous fuse positions on a BellSouth power board, power cables must be engineered, furnieshed and installed by OptiLink using a BellSouth certified power vendor. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The certified vendor contracted by OptiLink must provide BellSouth a copy of the engineering power specifications prior to the Commencement Date. BellSouth will provide the power feeder cable support structure between the BellSouth BDFB or power board and OptiLink's arrangement area. OptiLink shall contract a BellSouth certified vendor who will be responsible for the following: power cable support structure within OptiLink's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a certified power vendor. OptiLink shall comply with all applicable National Electric Code (NEC), BellSouth TR-73503, BellCore (Telcordia) and ANSI Standards regarding power cabling.

7.5.2 Charges for AC power will be assessed per breaker ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth Service Panel, fuses and power cables must be engineered (sized), and installed by OptiLink's certified vendor. OptiLink's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis.

7.6 Security Escort. A security escort will be required whenever OptiLink 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 subsection 6.3.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

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

service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, OptiLink shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to OptiLink. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

7.8 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party. Payment of all other charges under this Attachment shall be due thirty (30) days after receipt of the bill (payment due date). OptiLink will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

8. Insurance

8.1 OptiLink shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a BEST Insurance Rating of B ++ X (B ++ ten).

8.2 OptiLink shall maintain the following specific coverage:

8.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.

8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000.00) each accident, one hundred thousand dollars ($100,000.00) each employee by disease, and five hundred thousand dollars ($500,000.00) policy limit by disease.

8.2.3 OptiLink may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

8.3 The limits set forth in Subsection 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to OptiLink to

at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

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

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

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

8.6 OptiLink must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

8.7 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

9. Mechanics Liens

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

10. Inspections

10.1 BellSouth shall conduct an inspection of OptiLink's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between OptiLink's equipment and equipment of BellSouth. BellSouth may conduct an inspection if OptiLink adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide OptiLink with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

11. Security and Safety Requirements

11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth certified vendors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of OptiLink will be permitted in the BellSouth Premises. OptiLink 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 OptiLink name. BellSouth reserves the right to remove from its premises any employee of OptiLink not possessing identification issued by OptiLink. OptiLink shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. OptiLink shall be solely responsible for ensuring that any Guest of OptiLink is in compliance with all subsections of this Section 11.

11.1.1 OptiLink will be required, at its own expense, to conduct a statewide investigation of criminal history records for each OptiLink employee being considered for work on the BellSouth Premises, for the states/counties where the OptiLink employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

11.1.2 OptiLink will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

11.1.3 OptiLink shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. OptiLink 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 OptiLink personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the

foregoing, in the even that OptiLink chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, OptiLink 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 OptiLink employee requiring access to a BellSouth Premises pursuant to this agreement, OptiLink 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, OptiLink will disclose the nature of the convictions to BellSouth at that time. In the alternative, OptiLink may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

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

11.2 Notification to BellSouth. BST reserves the right to interview OptiLink'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 OptiLink's Security contact of such interview. OptiLink and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving OptiLink's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill OptiLink for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that OptiLink's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill OptiLink for BellSouth property which is stolen or damaged where an investigation determines the culpability of OptiLink's employees, agents, or contractors and where OptiLink agrees, in good faith, with the results of such investigation. OptiLink shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee found to have violated the security and safety requirements of this section. OptiLink shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with

such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

12. Destruction of Collocation Space

12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for OptiLink's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Attachment, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for OptiLink'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 OptiLink, 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. OptiLink may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If OptiLink's acceleration of the project increases the cost of the project, then those additional charges will be incurred by OptiLink. Where allowed and where practical, OptiLink may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, OptiLink shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for OptiLink's permitted use, until such Collocation Space is fully repaired and restored and OptiLink's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where OptiLink has placed an Adjacent Arrangement pursuant to section 3.4, OptiLink shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. Eminent Domain

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

14. Nonexclusivity

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

EXHIBIT A: BELLSOUTH/OptiLink RATES – ALABAMA
PHYSICAL COLLOCATION

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

ALABAMA				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1BA	Application Fee	Per request	NA	$7, 124.00 Disconnect Charge $1.73
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	$1,600.00 Minimum
PE1BB	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,400.00
	Ground Bar*	Per connection		$720.00
	Project Management*	Per arrangement		$1,675.00
	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure (Note 3) *Requested prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$189.86	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$19.29	NA
PE1PJ	Floor Space	Per sq. ft.	$3.85	NA
PE1BD	Cable Installation	Per cable	NA	$2,335.00
PE1PM	Cable Support Structure	Per entrance cable	$23.23	NA
	Power			
PE1PL	-48V DC Power	Per amp	$7.14	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	$38.20	ICB
	Cross Connects (Note 4)	Per cross connect		First/Add'l

ALABAMA continued				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1P2	2-wire		$.28	$30.76/$29.40
PE1P4	4-wire		$.56	$31.01/$29.58
PE1P1	DS-1		$2.14	$60.81/$41.71
PE1P3	DS-3		$38.63	$57.80/$39.81
PE1F2	2-fiber		$12.10	$55.46/$39.18
PE1F4	4-fiber		$21.75	$66.71/$50.43
				Disconnect Charges First/Add'l
	2-wire			$12.75/$11.38
	4-wire			$12.82/$11.39
	DS-1			$12.85/$11.50
	DS-3			$14.93/$11.76
	2-fiber			$16.83/$13.27
	4-fiber			$21.86/$18.31
	Co-Carrier Cross-Connect (Note 5)			
PE1ES Fiber	Fiber Cable Support Structure, existing	Per linear ft.	$0.06	NA
PE1DS Copper	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	$0.03	NA
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1AX	Security Access System Security System*	Per central office	$52.00	
	New Access Card Activation*	Per card		$55.00
PE1AA	Administrative change, existing card*	Per card		$35.00
PE1AR	Replace lost or stolen card*	Per card		$250.00
PE1SR	Space Availability Report*	Per premises requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross connect		
PE1PE	2-Wire Cross-Connect		$0.08	NA
PE1PF	4-Wire Cross-Connect		$0.17	NA
PE1PG	DS1 Cross-Connect		$0.69	NA
PE1PH	DS3 Cross-Connect		$4.74	NA
PE1B2	2-Fiber Cross-Connect		$32.02	NA
PE1B4	4-Fiber Cross-Connect		$40.48	NA

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

Note(s):
N/A refers to rate elements which do not have a negotiated rate.

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

(2) **Space Preparation Fee**: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event OptiLink opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to OptiLink as prescribed in Section 7 of the Collocation Attachment.

(3) **Space Enclosure**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. OptiLink may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill OptiLink for the space enclosure, and this fee shall not be applicable.

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

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

(5) **Co-Carrier Cross-Connect:** As stated in Section 1.2 of the Collocation Attachment, OptiLink may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross connection requested, the recurring charges as stated in this Exhibit A shall apply.

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

EXHIBIT A: BELLSOUTH/OptiLink RATES - FLORIDA
PHYSICAL COLLOCATION

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

FLORIDA				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1BA	Application Fee	Per request	$15.53	$3,248.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	$1,600.00 Minimum
PE1BB	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,400.00
	Ground Bar*	Per connection		$720.00
	Project Management*	Per arrangement		$1,675.00
	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure (Note 3) *Requested prior to 6/1/99*			
PE1BW	Wire Cage	Per first 100 sq. ft.	$41.99	NA
PE1BC	Gypsum Board Cage	Per first 100 sq. ft	$84.10	NA
PE1BF	Fire Rated Cage	Per first 100 sq. ft.	$99.73	NA
PE1CW	Wire Cage	Per add'l 50 sq. ft.	$4.14	NA
PE1CC	Gypsum Board Cage	Per add'l 50 sq. ft.	$9.35	NA
PE1CF	Fire Rated Cage	Per add'l 50 sq. ft.	$11.30	NA
PE1PJ	Floor Space	Per sq. ft.	$4.25	NA
PE1BD	Cable Installation	Per cable	$2.77	$1,056.00
PE1PM	Cable Support Structure		$22.94	NA
	Power			
PE1PL	-48V DC Power	Per amp	$7.14	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	$16.50	ICB

FLORIDA continued				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1FG	277 AC Power three phase*	Per breaker amp	$38.20	ICB
	Cross Connects (Note 4)	Per cross connect		
PE12C	2-wire		$.0524	$11.57
PE14C	4-wire		$.0524	$11.57
PE11S	DS-1/DCS		$8.085	$69.64
PE11X	DS-1/DSX		$.4110	$69.64
PE13S	DS-3/DCS		$56.97	$528.00
PE13X	DS-3/DSX		$10.06	$528.00
PE1F2	Optical Cross Connects		$6.46	$2,431.00
	Co-Carrier Cross-Connect (Note 5)			
PE1ES Fiber	Fiber Cable Support Structure, existing	Per linear ft.	$0.06	NA
PE1DS Copper	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	$0.03	NA
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1AX	Security Access System Security System*	Per premises	$52.00	
	New Access Card Activation*	Per request 5 cards	NA	$85.12
PE1AA	Administrative change, existing card*	Per card		$35.00
PE1AR	Replace lost or stolen card*	Per card		$250.00
PE1SR	Space Availability Report*	Per premises requested		$550.00
	POT Bay (Note 6)		NA	NA
AEH	Additional Engineering Fee (Note 7)	Per request, First half hour/add'l half hour		First/Add'l Basic Time $31.00/$22.00 Overtime $37.00/$26.00
	Security Escort	Per ¼ hour		
PE1BT	Basic Time		NA	$10.89
PE1OT	Overtime		NA	$13.64
PE1PT	Premium Time		NA	$16.40

Note(s):

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

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

(2) **Space Preparation Fee**: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and type of arrangement requested.

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. OptiLink may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill OptiLink for the space enclosure, and this fee shall not be applicable.

(4) **Cross Connects**: Rates shown are the equivalent per cross connect rates based on the Florida PSC Ordered rates as follows:

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

(5) **Co-Carrier Cross-Connect**. As stated in Section 5 of the Collocation Attachment, OptiLink may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth

shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

(6) **POT Bays**: BellSouth's Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the parties to the Proceeding that they will always provide their own POT Bays. It will be necessary for OptiLink to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.

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

EXHIBIT A: BELLSOUTH/OptiLink RATES - GEORGIA
PHYSICAL COLLOCATION

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

GEORGIA				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1BA	Application Fee	Per request	NA	$3,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	$1,600.00 Minimum
PE1BB	Space Preparation Fee (Note 2)	Per sq. ft.	NA	$100.00
	Space Enclosure (Note 3) *Requested prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$170.64	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$17.33	NA
	Floor Space			
PE1PJ	Zone A	Per sq. ft.	$7.50	NA
PE1PK	Zone B	Per sq. ft.	$6.75	NA
PE1BD	Cable Installation	Per cable	NA	$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	$13.35	NA
	Power			
PE1PL	-48V DC Power	Per amp	$7.14	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	$38.20	ICB
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$0.30	$12.60/$12.60
PE1P4	4-wire		$0.50	$12.60/$12.60
PE1P1	DS-1		$8.00	$155.00/$27.00
PE1P3	DS-3		$72.00	$155.00/$27.00
PE1F2	2-fiber		$15.64	$41.56/$29.82
PE1F4	4-fiber		$28.11	$50.53/$38.78
	Co-Carrier Cross-Connect (Note 4)			

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

Note(s)

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

(1) **Subsequent Application Fee**: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require

BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, OptiLink will be assessed the full Application Fee for all subsequent activity for completed arrangements.

(2) **Space Preparation Fee**: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. This is a set fee of $100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event OptiLink opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to OptiLink as prescribed in Section 7 of the Collocation Attachment.

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. OptiLink may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill OptiLink for the space enclosure, and this fee shall not be applicable.

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

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

EXHIBIT A: BELLSOUTH/OptiLink RATES - KENTUCKY PHYSICAL COLLOCATION

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

KENTUCKY				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1BA	Application Fee	Per request	NA	$9,926.72
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	$1,600.00 Minimum
PE1BB	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,100.00
	Ground Bar*	Per connection		$720.00
	Project Management*	Per arrangement		$1,675.00
	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure (Note 3) *Requested prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$201.02	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.42	NA
PE1PJ	Floor Space	Per sq. ft.	$5.00	NA
PE1BD	Cable Installation	Per cable	NA	$2,327.08
PE1PM	Cable Support Structure	Per entrance cable	$24.23	NA
	Power			
PE1PL	-48V DC Power	Per amp	$7.68	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	$38.20	ICB
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$0.31	$54.21/$51.07
PE1P4	4-wire		$0.62	$54.23/$50.96

KENTUCKY continued				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1P1	DS-1		$1.92	$99.23/$69.15
PE1P3	DS-3		$39.94	$97.48/$66.90
PE1F2	2-fiber		$15.64	$41.56/$29.82
PE1F4	4-fiber		$28.11	$50.53/$38.78
	Co-Carrier Cross-Connect (Note 4)			
PE1ES Fiber	Fiber Cable Support Structure, existing	Per linear ft.	$0.06	NA
PE1DS Copper	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	$0.03	NA
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1AX	Security Access System Security System*	Per premises	$52.00	
	New Access Card Activation	Per card		$55.00
PE1AA	Administrative change, existing card	Per card		$35.00
PE1AR	Replace lost or stolen card	Per card		$250.00
PE1SR	Space Availability Report	Per premises requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.06	NA
PE1PF	4-Wire Cross-Connect		$0.15	NA
PE1PG	DS1 Cross-Connect		$0.58	NA
PE1PH	DS3 Cross-Connect		$4.51	NA
PE1B2	2 Fiber Cross-Connect		$38.79	NA
PE1B4	4 Fiber Cross-Connect		$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$56.09/$31.99
PE1OT	Overtime		NA	$67.75/$39.00
PE1PT	Premium Time		NA	$79.41/$46.01

KENTUCKY continued				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
AEH	Additional Engineering Fee (Note 5)	Per request, first half hr/add'l half hr.		First/Add'l Basic Time $31.00/$22.00 Overtime $37.00/$26.00

Note(s):

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

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

(2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event OptiLink opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to OptiLink as prescribed in Section 7 of the Collocation Attachment.

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. OptiLink may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill OptiLink for the space enclosure, and this fee shall not be applicable.

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

capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

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

EXHIBIT A: BELLSOUTH/OptiLink RATES – LOUISIANA
PHYSICAL COLLOCATION

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

LOUISIANA				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1BA	Application Fee	Per request	NA	$4,910.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	$1,600.00 Minimum
PE1BB	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,100.00
	Ground Bar*	Per connection		$720.00
	Project Management*	Per arrangement		$1,675.00
	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure (Note 3) *Requested prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$197.55	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.07	NA
PE1PJ	Floor Space	Per sq. ft.	$4.01	NA
PE1BD	Cable Installation	Per cable	NA	$1,706.00 Disconnect charge $36.00
PE1PM	Cable Support Structure	Per entrance cable	$24.05	NA
	Power			
PE1PL	-48V DC Power	Per amp	$7.15	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	$38.20	ICB

LOUISIANA continued				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Cross Connects (Note 4)	Per cross connect		First/Add'l
PE1P2	2-wire		$0.26	$23.04/$22.11
PE1P4	4-wire		$0.52	$23.23/$22.24
PE1P1	DS-1		$2.03	$43.61/$30.60
PE1P3	DS-3		$36.27	$41.46/$29.20
PE1F2	2-fiber		$19.13	$41.07/$29.63
PE1F4	4-fiber		$34.38	$49.81/$38.37
				Disconnect Charges First/Add'l
	2-wire			$9.48/$8.54
	4-wire			$9.53/$8.55
	DS-1			$9.56/$8.63
	DS-3			$11.06/$8.86
	2-fiber			$12.84/$10.29
	4-fiber			$16.75/$14.20
	Co-Carrier Cross-Connect (Note 5)			
PE1ES Fiber	Fiber Cable Support Structure, existing	Per linear ft.	$0.06	NA
PE1DS Copper	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	$0.03	NA
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1AX	Security Access System Security System*	Per premises	$52.00	
	New Access Card Activation*	Per card		$55.00
PE1AA	Administrative change, existing card*	Per card		$35.00
PE1AR	Replace lost or stolen card	Per card		$250.00
PE1SR	Space Availability Report*	Per premises requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.0776	NA
PE1PF	4-Wire Cross-Connect		$0.1552	NA
PE1PG	DS1 Cross-Connect		$0.6406	NA
PE1PH	DS3 Cross-Connect		$4.75	NA

LOUISIANA continued				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1B2	2 Fiber Cross-Connect		$47.44	NA
PE1B4	4 Fiber Cross-Connect		$63.97	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$32.35/$19.95
PE1OT	Overtime		NA	$40.50/$25.00
PE1PT	Premium Time		NA	$48.66/$30.05
AEH	Additional Engineering Fee (Note 6)	Per request, first half hr/add'l half hr.		First/Add'l Basic Time $31.00/$22.00 Overtime $37.00/$26.00

Note(s):

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

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

(2) **Space Preparation Fee**: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event OptiLink opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to OptiLink as prescribed in Section 7 of the Collocation Attachment.

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. OptiLink may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications.

In this event, the contractor shall directly bill OptiLink for the space enclosure, and this fee shall not be applicable.

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

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

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

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

EXHIBIT A: BELLSOUTH/OptiLink RATES – MISSISSIPPI
PHYSICAL COLLOCATION

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

MISSISSIPPI				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1BA	Application Fee	Per request	NA	$6,993.00 Disconnect Charge $1.70
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	$1,600.00 Minimum
PE1BB	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,100.00
	Ground Bar*	Per connection		$720.00
	Project Management*	Per arrangement		$1,675.00
	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure (Note 3) *Requested prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$205.08	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.83	NA
PE1PJ	Floor Space	Per sq. ft.	$3.45	Disconnection charge $53.24
PE1BD	Cable Installation	Per cable	NA	$2,419.00
PE1PM	Cable Support Structure	Per entrance cable	$22.90	NA
	Power			
PE1PL	-48V DC Power	Per amp	$6.93	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	$16.50	ICB

MISSISSIPPI continued				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1FG	277 AC Power three phase*	Per breaker amp	$38.20	ICB
	Cross Connects (Note 4)	Per cross connect		First/Add'l
PE1P2	2-wire		$.3996	$30.93/$29.59
PE1P4	4-wire		$.7992	$31.17/$29.77
PE1P1	DS-1		$2.90	$60.42/$41.68
PE1P3	DS-3		$53.31	$57.45/$39.81
PE1F2	2-fiber		$15.64	$41.56/$29.82
PE1F4	4-fiber		$28.11	$50.53/$38.78
				Disconnect Charges First/Add'l
	2-wire			$12.76/$11.43
	4-wire			$12.83/$11.43
	DS-1			$12.87/$11.54
	DS-3			$14.92/$11.80
	2-fiber			$12.96/$10.34
	4-fiber			$16.97/$14.35
	Co-Carrier Cross-Connect (Note 5)			
PE1ES Fiber	Fiber Cable Support Structure, existing	Per linear ft.	$0.06	NA
PE1DS Copper	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	$0.03	NA
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1AX	Security Access System Security System*	Per premises	$52.00	
	New Access Card Activation*	Per card		$55.00
PE1AA	Administrative change, existing card*	Per card		$35.00
PE1AR	Replace lost or stolen card	Per card		$250.00
PE1SR	Space Availability Report*	Per premises requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.1195	NA
PE1PF	4-Wire Cross-Connect		$0.2389	NA

MISSISSIPPI continued				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1PG	DS1 Cross-Connect		$0.9862	NA
PE1PH	DS3 Cross-Connect		$5.81	NA
PE1B2	2 Fiber Cross-Connect		$38.79	NA
PE1B4	4 Fiber Cross-Connect		$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$42.87/$25.54
PE1OT	Overtime		NA	$54.43/$32.41
PE1PT	Premium Time		NA	$65.99/$39.28
AEH	Additional Engineering Fee (Note 6)	Per request, first half hr/add'l half hr.		First/Add'l Basic Time $31.00/$22.00 Overtime $37.00/$26.00

Note(s):

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

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

(2**)** **Space Preparation Fee**: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event OptiLink opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to OptiLink as prescribed in Section 7 of the Collocation Attachment.

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. OptiLink may, at its option, arrange with a BellSouth certified contractor to

construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill OptiLink for the space enclosure, and this fee shall not be applicable.

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

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

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

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

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

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

NORTH CAROLINA				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1BA	Application Fee	Per request	NA	$3,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	$1,600.00 Minimum
PE1BB	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,100.00
	Ground Bar*	Per connection		$720.00
	Project Management*	Per arrangement		$1,675.00
	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure (Note 3) *Requested prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$146.80	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$14.91	NA
PE1PJ	Floor Space	Per sq. ft.	$7.50	NA
PE1BD	Cable Installation	Per cable	NA	$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	$13.35	NA
	Power			
PE1PL	-48V DC Power	Per amp	$5.00	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	$38.20	ICB
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$0.30	$19.20/$19.20
PE1P4	4-wire		$0.50	$19.20/$19.20

NORTH CAROLINA continued				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1P1	DS-1		$8.00	$155.00/$27.00
PE1P3	DS-3		$72.00	$155.00/$27.00
PE1F2	2-fiber		$15.99	$67.34/$48.55
PE1F4	4-fiber		$28.74	$82.35/$63.56
	Co-Carrier Cross-Connect (Note 4)			
PE1ES Fiber	Fiber Cable Support Structure, existing	Per linear ft.	$0.06	NA
PE1DS Copper	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	$0.03	NA
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1AX	Security Access System Security System*	Per premises	$52.00	
	New Access Card Activation*	Per card		$55.00
PE1AA	Administrative change, existing card*	Per card		$35.00
PE1AR	Replace lost or stolen card	Per card		$250.00
PE1SR	Space Availability Report*	Per premises requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.40	NA
PE1PF	4-Wire Cross-Connect		$1.20	NA
PE1PG	DS1 Cross-Connect		$1.20	NA
PE1PH	DS3 Cross-Connect		$8.00	NA
PE1B2	2 Fiber Cross-Connect		$39.67	NA
PE1B4	4 Fiber Cross-Connect		$53.49	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$41.00/$25.00
PE1OT	Overtime		NA	$48.00/$30.00
PE1PT	Premium Time		NA	$55.00/$35.00
AEH	Additional Engineering Fee (Note 5)	Per request, first half hr/add'l half hr.		First/Add'l Basic Time $31.00/$22.00

				Overtime $37.00/$26.00

Note(s):
N/A refers to rate elements which do not have a negotiated rate.

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

(2) **Space Preparation Fee**: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event OptiLink opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to OptiLink as prescribed in Section 7 of the Collocation Attachment.

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. OptiLink may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill OptiLink for the space enclosure, and this fee shall not be applicable.

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

(5) **Additional Engineering Fee**: BellSouth's additional engineering, and other labor costs associated with handling OptiLink-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2.

Should Additional Engineering rates not be included, OptiLink agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/OptiLink RATES – SOUTH CAROLINA PHYSICAL COLLOCATION

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

SOUTH CAROLINA				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1BA	Application Fee	Per request	NA	$4,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	$1,600.00 Minimum
PE1BB	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,100.00
	Ground Bar*	Per connection		$720.00
	Project Management*	Per arrangement		$1,675.00
	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure (Note 3) *Requested prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$224.60	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$22.81	NA
PE1PJ	Floor Space	Per sq. ft.	$3.90	NA
PE1BD	Cable Installation	Per cable	NA	$2,217.00
PE1PM	Cable Support Structure	Per entrance cable	$24.55	NA
	Power			
PE1PL	-48V DC Power	Per amp	$7.09	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	$38.20	ICB
	Cross Connects (Note 4)	Per cross connect		First/Add'l
PE1P2	2-wire		$.3648	$41.50/$38.94
PE1P4	4-wire		$.7297	$41.56/$38.90

SOUTH CAROLINA continued				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1P1	DS-1		$2.70	$70.79/$50.78
PE1P3	DS-3		$49.24	$69.60/$49.14
PE1F2	2-fiber		$15.06	$69.28/$48.89
PE1F4	4-fiber		$27.08	$84.07/$63.68
	Co-Carrier Cross-Connect (Note 5)			
PE1ES Fiber	Fiber Cable Support Structure, existing	Per linear ft.	$0.06	NA
PE1DS Copper	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	$0.03	NA
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1AX	Security Access System Security System*	Per premises	$52.00	
	New Access Card Activation*	Per card		$55.00
PE1AA	Administrative change, existing card*	Per card		$35.00
PE1AR	Replace lost or stolen card	Per card		$250.00
PE1SR	Space Availability Report*	Per premises requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.1091	NA
PE1PF	4-Wire Cross-Connect		$0.2181	NA
PE1PG	DS1 Cross-Connect		$0.9004	NA
PE1PH	DS3 Cross-Connect		$5.64	NA
PE1B2	2 Fiber Cross-Connect		$37.36	NA
PE1B4	4 Fiber Cross-Connect		$50.38	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$43.00/$25.57
PE1OT	Overtime		NA	$54.62/$32.46
PE1PT	Premium Time		NA	$66.24/$39.35
AEH	Additional Engineering Fee (Note 6)	Per request, first half hr/add'l half hr.		First/Add'l Basic Time $31.00/$22.00

				Overtime $37.00/$26.00

Note(s):
N/A refers to rate elements which do not have a negotiated rate.

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

(2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event OptiLink opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to OptiLink as prescribed in Section 7 of the Collocation Attachment.

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. OptiLink may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill OptiLink for the space enclosure, and this fee shall not be applicable.

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

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

(5) **Co-Carrier Cross-Connect**. As stated in Section 5 of the Collocation Attachment, OptiLink may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the

Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

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

EXHIBIT A: BELLSOUTH/OptiLink RATES – TENNESSEE*
PHYSICAL COLLOCATION

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

TENNESSEE				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1BA	Application Fee	Per request	NA	$3,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	$1,600.00 Minimum
PE1BB	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,100.00
	Ground Bar*	Per connection		$720.00
	Project Management*	Per arrangement		$1,675.00
	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure (Note 3) *Requested prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$190.79	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$19.38	NA
PE1PJ	Floor Space	Per sq. ft.	$7.50	NA
PE1BD	Cable Installation	Per cable	NA	$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	$13.35	NA
	Power			
PE1PL	-48V DC Power	Per amp	$5.00	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	$38.20	ICB
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$0.30	$19.20/$19.20
PE1P4	4-wire		$0.50	$19.20/$19.20

TENNESSEE continued				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1P1	DS-1		$8.00	$155.00/$27.00
PE1P3	DS-3		$72.00	$155.00/$27.00
PE1F2	2-fiber		$15.64	$41.56/$29.82
PE1F4	4-fiber		$28.11	$50.53/$38.78
	Co-Carrier Cross-Connect (Note 4)			
PE1ES Fiber	Fiber Cable Support Structure, existing	Per linear ft.	$0.06	NA
PE1DS Copper	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	$0.03	NA
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1AX	Security Access System Security System	Per premises	$52.00	
	New Access Card Activation	Per card		$55.00
PE1AA	Administrative change, existing card	Per card		$35.00
PE1AR	Replace lost or stolen card	Per card		$250.00
PE1SR	Space Availability Report*	Per premises requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.40	NA
PE1PF	4-Wire Cross-Connect		$1.20	NA
PE1PG	DS1 Cross-Connect		$1.20	NA
PE1PH	DS3 Cross-Connect		$8.00	NA
PE1B2	2 Fiber Cross-Connect		$38.79	NA
PE1B4	4 Fiber Cross-Connect		$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$41.00/$25.00
PE1OT	Overtime		NA	$48.00/$30.00
PE1PT	Premium Time		NA	$55.00/$35.00
AEH	Additional Engineering Fee (Note 5)	Per request, first half hr/add'l half hr.		First/Add'l Basic Time $31.00/$22.00

				Overtime $37.00/$26.00

Note(s):
N/A refers to rate elements which do not have a negotiated rate.

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

(2) **Space Preparation Fee**: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event OptiLink opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to OptiLink as prescribed in Section 7 of the Collocation Attachment.

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. OptiLink may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill OptiLink for the space enclosure, and this fee shall not be applicable.

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

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

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

EXHIBIT B

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and OptiLink agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.

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

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for OptiLink 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. OptiLink will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the OptiLink space with proper notification. BellSouth reserves the right to stop any OptiLink 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 OptiLink are owned by OptiLink. OptiLink 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 OptiLink or different hazardous materials used by OptiLink at BellSouth Facility. OptiLink 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 OptiLink to BellSouth.

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

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

2. <u>Categories for Consideration of Environmental Issues</u> (cont.)

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)	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill firesafety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste Other maintenance work	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147 29CFR 1910 Subpart O
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local	P&SM Manager - Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3

	regulations All HazMat & Waste Asbestos notification protection of BST employees and equipment	BSP 010-170-001BS (Hazcom)
Manhole cleaning	Pollution liability insurance Manhole entry requirements EVET approval of contractor	Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

4. ACRONYMS

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

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

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes