Florida
Digital
Network

January 23, 2001

Ms. Blanca Bayó, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

via Overnight Delivery

010098-TP

Re: Petition of Florida Digital Network, Inc. for Arbitration with BellSouth Telecommunications, Inc., under the Telecommunications Act of 1996

Dear Ms. Bayó,

Please find enclosed for filing in a new docket an original and seven (7) copies of the above-referenced Petition. Also enclosed is a diskette containing a Microsoft Word for Windows 2000 file of the Petition text.

If you have any questions regarding the Petition, please call me at 407-835-0460.

Sincerely,

Matthew Feil
Florida Digital Network
General Counsel

DOCUMENT NUMBER-DATE
01055 JAN 24 01
FPSC-RECORDS/REPORTING

LOCAL LONG DISTANCE INTERNET
390 N. Orange Avenue Suite 2000 & 200 Orlando, Fl 32801
407.835.0300 Fax 407. 835.0309 www.floridadigital.net

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition of Florida Digital Network, Inc., for Arbitration of Certain Terms and Conditions of Proposed Interconnection and Resale Agreement with BellSouth Telecommunications, Inc. Under the Telecommunications Act of 1996	Docket No. 010098-TP Filed: January 24, 2001

PETITION OF FLORIDA DIGITAL NETWORK, INC., FOR ARBITRATION WITH BELLSOUTH TELECOMMUNICATONS, INC., UNDER THE TELECOMMUNICATIONS ACT OF 1996

Florida Digital Network, Inc., ("FDN") hereby petitions the Florida Public Service Commission ("FPSC") to arbitrate, pursuant to Section 252(b) of the Telecommunications Act of 1996 ("Act"), certain terms and conditions of proposed resale, interconnection and appurtenant agreements between FDN and BellSouth Telecommunications, Inc. ("BellSouth" or "BST").

PARTIES

1. Petitioner FDN's full name and official business address are as follows:

Florida Digital Network, Inc.
390 North Orange Avenue
Suite 2000
Orlando, FL 32801

FDN is a Delaware corporation authorized to do business in the State of Florida. FDN has a Certificate of Authority (ALEC Certificate No. 5715) issued by the FPSC that authorizes FDN to provide local exchange service in Florida. FDN is a "telecommunications carrier" and "local exchange carrier" under the Act.

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2. The names and addresses of FDN's representatives in this proceeding are as follows:

Matthew Feil
Florida Digital Network
390 North Orange Avenue
Suite 2000
Orlando, FL 32801
(407) 835-0460

and

Michael C. Sloan
Michael P. Donahue
Swidler Berlin Shereff Friedman, LLP
3000 K Street, NW, Suite 300
Washington, D.C. 20007-5116
(202) 424-7500

3. BellSouth is a corporation organized and formed under the laws of the State of Georgia, having an office at 675 West Peachtree Street, Atlanta, Georgia, 30375. BellSouth provides local exchange and other services within its franchised areas in Florida. BellSouth is a "Bell Operating Company" and an "incumbent local exchange carrier" ("ILEC") under the terms of the Act.

JURISDICTION

4. The FPSC has jurisdiction over FDN's Petition under the Act. The negotiation of the FDN-BellSouth Interconnection Agreement commenced August 17, 2000, and by agreement of the parties, this Petition is timely filed.

NEGOTIATIONS

5. Negotiations have dealt with pricing, resale, unbundled network elements ("UNEs"), interconnection, collocation, rights-of-way, local number portability, business processes, ancillary services, performance measurements and

general terms and conditions. As proposed by FDN, the parties started with the currently effective KMC Telecom-BellSouth Interconnection Agreement as a base document and negotiated changes to be made to it. The parties have been able to resolve a number of the issues raised during the negotiations, but a number of issues remain unresolved. The issues FDN wishes to arbitrate are addressed in the Statement of Unresolved Issues below.

6. A draft of the Interconnection Agreement reflecting the parties' negotiations to date is attached hereto as Exhibit A. Agreed upon language is shown in normal type. Disputed and unresolved language proposed by either party is shown in underlined or cross-out type for the issues identified herein. (In some cases, for recently resolved issues, language is still shown in underlined/cross-out type.) In the Statement of Unresolved Issues and in Exhibit A, FDN has referenced certain, but not necessarily all, provisions in Exhibit A relating to each issue. The BellSouth positions listed on the issues below are to the best of FDN's knowledge as of 1:30 p.m. on the date this Petition is signed.

7. FDN requests the FPSC to approve an Interconnection Agreement between FDN and BellSouth reflecting (i) the agreed upon language in Exhibit A and (ii) the resolution in this arbitration proceeding of the unresolved issues described below.

STATEMENT OF UNRESOLVED ISSUES

ISSUE 1

Issue:	***Should BellSouth be required to provide FDN just, reasonable and nondiscriminatory access to UNEs such that xDSL service over a UNE loop is available when a customer and number port to FDN local service? (Attachment 2.)***
FDN position:	***Yes. Such access is technically feasible and is essential to insure competition in the State of Florida.***
BST position:	***No. The FCC's line sharing order states that the ILEC retains the voice customer in a line sharing arrangement. BellSouth has no plans to provide the "reverse" line sharing FDN requests, but may offer tests for "line splitting" in the future.***

8. FDN collocates its digital loop carrier ("DLC") equipment within BellSouth central offices ("COs") and provisions local dial tone service via UNE loops. Currently, due to BellSouth operations support system ("OSS") limitations, when a UNE loop and telephone number ports to FDN, the customer's BellSouth-provided asymmetric digital subscriber line ("ADSL") service is disconnected. The current BellSouth ADSL OSS does not recognize a number that has been ported to FDN and does not allow ADSL service to continue. It is technically feasible for BellSouth to provide wholesale ADSL service to FDN over a BellSouth UNE loop that FDN utilizes to provide end-user local service. Given the substantial presence and future proliferation of subscriber line carrier devices ("SLCs") deployed to accommodate demand for xDSL services in BellSouth's territories in the State of Florida, competition for local phone service such as that provided by FDN is significantly diminished and will decline if only BellSouth can provide both local dial

tone and xDSL services to millions of Florida consumers. Thus, BellSouth is blocking and will continue to block FDN and other competitive local carriers out of the local telecommunications services market. BellSouth's proposal for "testing" line splitting at some time in the future is a palliative measure. To preserve competition and insure non-discriminatory access to UNEs consistent with the Act, BellSouth should be required, at a minimum, to allow BellSouth wholesale ADSL across a UNE loop ported to FDN. [1]

ISSUE 2

Issue:	***What are the appropriate reciprocal compensation rates and should reciprocal compensation payments be made for calls bound to ISPs? (Attachment 3, Section 6.)***
FDN position:	***The appropriate reciprocal compensation rates are those of the prior agreement, and reciprocal compensation payments should be applicable to calls made from one carrier's customers to the ISP customer of the other carrier.***
BST position:	***The rates should be as proposed by BellSouth, and reciprocal compensation payments should not be made on calls from one carrier's customers to the ISP customer of the other carrier.***

9. FDN and BellSouth have been negotiating a possible compromise on this issue similar to that included in the KMC-BellSouth Interconnection Agreement but were unable to reach a final resolution prior to the due date for this Petition. The

[1] Since FDN has limited knowledge of BellSouth's OSS in this regard, specific proposed language regarding this issue was not drafted with the cooperation of both parties. FDN advised BellSouth that its proposed language would simply state that which is contemplated within the wording of the issue itself. BellSouth opposed FDN's request.

language both parties last considered on this issue is in Attachment 3, Section 6, of Exhibit A hereto.

10. Since no negotiated compromise has been reached, FDN maintains it incurs costs in delivering a call to an ISP and should be compensated appropriately for the service provided. FDN should not be required to deliver traffic originated by BellSouth customers at little or no charge.

11. Most of the states that have addressed this issue, including Florida, have concluded that reciprocal compensation payments should be made on ISP-bound traffic. Each of these states has recognized that it possesses the jurisdiction to direct the payment of reciprocal compensation for ISP-bound traffic absent contrary direction by the FCC. The FPSC in several cases has held that until the FCC issues binding rules, the parties should simply continue to operate under their existing agreements with respect to reciprocal compensation. That is what FDN proposes here.

ISSUE 3

Issue:	***Should FDN be consulted on BellSouth's disposition of trouble tickets and not billed for troubles BellSouth cannot identify as being caused by FDN? (Attachment 2, Section 2.2.)***
FDN position:	***BellSouth should be required to consult FDN on proper dispatching, testing, and closing of trouble tickets, and FDN should not be billed for troubles BellSouth cannot identify as being caused by FDN.***
BST position:	***BellSouth has not indicated it current position.***

12. For most customer trouble situations, FDN tests its own facilities prior to calling a trouble ticket into BellSouth. In FDN's experience, BellSouth technicians responding to a trouble ticket will test for dial tone only at the central office ("CO")

main frame and not at any other facilities or test points. If there is dial tone at the CO, BellSouth will clear the trouble ticket a) without notifying FDN and b) even though the problem identified on the trouble ticket persists. FDN must then try to reopen the trouble ticket or open a new one to achieve resolution—creating unnecessary delay in problem solving. BellSouth should be required to provide FDN trouble ticket service more at parity with what it provides itself and not be allowed to close a trouble ticket until FDN checks the trouble service BellSouth provided.

13. When BellSouth closes a trouble ticket with a finding of "No Trouble Found" and the problem identified disappears after BellSouth runs a check, FDN maintains BellSouth should not bill FDN where FDN can show the trouble reported did not stem from FDN's network or facilities.

14. The foregoing FDN proposals regarding trouble tickets are necessary to insure that FDN's access to UNE loops is on terms and conditions that are just, reasonable and nondiscriminatory under the Act.[2]

ISSUE 4

Issue: ***Where BellSouth cannot meet the required due date for an FDN customer move order (change of location), should FDN be entitled to receive retail BellSouth service to the new customer location at no cost until the move order is executed so the***

[2] FDN proposed that paragraph 2.2.12 be revised such that "any dispatching and testing (both inside and outside the CO)" as stated should be "as required by BellSouth and FDN in order to confirm the loop's working status." FDN also proposed language stating, "Trouble tickets BellSouth resolves with the finding 'No trouble found' cannot be cleared without FDN's validation. Further, FDN shall not be billed for trouble tickets resolved as 'No trouble found' where the trouble reported ceases upon Bell's disposition of the trouble ticket and where FDN can show the trouble reported did not stem from FDN's network or facilities." BellSouth has neither accepted nor rejected this language at the time of the Petition.

customer does not lose FDN-provided dial tone? (Attachment 2.)

FDN position: *Yes.*

BST position: ***BellSouth has not indicated its current position.***

15. When an FDN customer changes locations from one address to another, BellSouth must execute a "move order" for FDN. This involves BellSouth's disconnecting service to the customer's first location, BellSouth's provisioning a new UNE loop in the second location and transferring the same customer telephone number to the new loop. In most cases, BellSouth misses the due date for establishing the new UNE loop in the second location. If the customer has already moved and BellSouth has missed the due date, the customer is left without phone service. BellSouth can generally move its retail customers' service from one location to another in three business days; but BellSouth has not met due dates for FDN move orders well in excess of a three-day interval. To avoid its customers being without service, FDN orders and pays for retail service from the BellSouth business office and then call forwards traffic from the UNE loop in the old location to the Bell-provided retail line.

16. To effectuate parity without penalty to BellSouth, FDN or the customer, FDN maintains that if BellSouth cannot meet the required due date for an FDN move order, FDN should receive retail BellSouth service to the new customer location at no cost until the move order is executed.[3] FDN would still bear the cost of the UNE loop. FDN's move order proposal is necessary to insure that FDN's access

[3] Although drafts of specific language were not exchanged between the parties, FDN informed BellSouth that the language of the issue itself adequately expresses FDN's intent for the interconnection agreement. BellSouth has not directly accepted or rejected this proposal.

to UNE loops is on terms and conditions that are just, reasonable and nondiscriminatory under the Act.

ISSUE 5

Issue:	***Should BellSouth be required to tag all FDN UNE loops with FDN's name and the circuit ID? (Attachment 2, Section 2.2.4.4.2.)***
FDN position:	***Yes. FDN maintains this is necessary to minimize the incidence of BellSouth's pulling F2 channel field pair and putting FDN customers out of service.***
BST position:	***BellSouth only tags UNE loops that require a technician to be dispatched to the customer premises.***

17. With significant frequency, FDN utilized F2 channel field pair have been pulled off at the BellSouth junction box leaving FDN customers without dial tone. BellSouth does not tag the UNE loops in the field with FDN's name and the circuit ID unless it is "required" to dispatch a technician to the customer premises to provision the loop. BellSouth rarely dispatches a technician to the customer premises when executing the cutover of a UNE loop but ordinarily does dispatch a technician to the premises of one of its new retail customers. There are no criteria listed in the draft interconnection agreement for when a technician dispatch is required.

18. FDN maintains that BellSouth should be required to tag all unbundled loops (at no additional cost). Without line tagging in the ordinary course, FDN customers are at an unreasonable risk of service outages from pulled jumpers.[4]

[4] Although drafts of specific language were not exchanged between the parties, FDN informed BellSouth that the language of the issue itself adequately expresses FDN's intent to be included in the interconnection agreement.

FDN's tagging proposal is necessary to insure that FDN's access to UNE loops is on terms and conditions that are just, reasonable and nondiscriminatory under the Act.

ISSUE 6

Issue:	***Should BellSouth be required to test dial tone up to the NID on all UNE SL-1 and SL-2 loops without additional charge? (Attachment 2, Section 2.2.4.4.2.)***
FDN position:	***Yes. FDN should receive the same testing BellSouth provides its own customers, and such testing would help minimize bad cuts and service calls for both FDN and BellSouth.***
BST position:	***BellSouth only tests for dial tone up to the NID where a field visit is required to provision the loop.***

19. As stated under the prior issue, while BellSouth rarely dispatches a technician to the customer premises when executing the cutover of a UNE loop, it routinely dispatches a technician to the premises of one of its new retail customers, and there are no criteria for technician dispatches in the draft interconnection agreement. Because BellSouth does not ordinarily test for dial tone up to the customer demarcation point after a cutover, there is significant incidence of BellSouth's leaving a customer without dial tone though reporting a cutover as complete.

20. FDN maintains that BellSouth should be required to test dial tone up to the NID on all UNE SL-1 and SL-2 loops without additional charge. Without such testing in the ordinary course, FDN customers are at an unreasonable risk of bad cuts, service problems and outages.[5] FDN's testing proposal is necessary to insure that

[5] Although drafts of specific language were not exchanged between the parties, FDN informed BellSouth that the language of the issue itself adequately expresses FDN's intent to be included in the

FDN's access to UNE loops is on terms and conditions that are just, reasonable and nondiscriminatory under the Act.

ISSUE 7

Issue:	***Should BellSouth be required to notify FDN prior to changing the loop make-up of any FDN UNE loops? (Attachment 2.)***
FDN position:	*Yes.*
BST position:	***BellSouth has not indicated its current position.***

21. BellSouth will change the circuit ID on FDN loops and not notify FDN of the change. When FDN subsequently calls in a trouble ticket on such an altered loop, the circuit ID FDN was given on the original order is not valid. FDN must then research the new ID to properly place a ticket.

22. FDN maintains that BellSouth should be required to notify FDN in advance of changes to FDN UNE loop make-up information. Without such notice, FDN customers are at an unreasonable risk prolonged service problems.[6] FDN's proposal for notice for loop make-up changes is necessary to insure that FDN's access to UNE loops is on terms and conditions that are just, reasonable and nondiscriminatory under the Act.

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interconnection agreement.

[6] Although drafts of specific language were not exchanged between the parties, FDN informed BellSouth that the language of the issue itself adequately expresses FDN's intent to be included in the interconnection agreement.

ISSUE 8

Issue:	***Should BellSouth be required to allow FDN the option of an FDN-dedicated and funded frame attendant for UNE loop cutovers? (Attachment 2.)***
FDN position:	***Yes. Since BellSouth has missed appointment rates as high as 40% for some services, FDN's proposal is a reasonable measure to improve service.***
BST position:	***BellSouth has not indicated its current position.***

23. FDN maintains that BellSouth's missed appointment rates for UNE connection services are unreasonably high and are not at parity with the service BellSouth provides itself. Upon information and belief, BellSouth lacks sufficient manpower to meet all the labor demands on its technicians. FDN has offered to pay for a BellSouth employed technician dedicated to FDN cutovers in an attempt to obtain service closer to parity. To avoid being double charged for labor, the labor component of the UNE non-recurring cutover charges would need to be adjusted if FDN's proposal is approved.

24. To effectuate parity without penalty to BellSouth, FDN maintains that BellSouth should be required to accept an FDN-funded and dedicated frame attendant with appropriate adjustment to the labor component in applicable UNE charges.[7] This FDN proposal is necessary to insure that FDN's access to UNE loops is on terms and conditions that are just, reasonable and nondiscriminatory under the Act.

ISSUE 9

[7] On October 12, 2000, BellSouth representative stated they would take the issue under advisement, but BellSouth has not announced a formal position or proposed language. Since

Issue:	***Should the Commission address any unresolved issues between BellSouth and FDN regarding rights-of-way, conduit and pole attachments? (Attachment 8.)***
FDN position:	***Yes.***
BST position:	***BellSouth's proposed attachment 8 should be approved.***

25. Prior to the date of this Petition, the parties' negotiations focused primarily on collocation, interconnection and UNEs. Consequently, the parties have not reached terms on any aspect of Attachment 8 governing rights-of-way, conduit and pole attachments. Accordingly, each term and condition of said Attachment 8 is hereby submitted for resolution by arbitration. FDN should receive access to rights-of-way, conduit and pole attachments on such terms and conditions that are just, reasonable and nondiscriminatory under the Act.

REQUEST FOR RELIEF

WHEREFORE, FDN respectfully requests that the FPSC grant the following relief:

A. The FPSC should arbitrate the unresolved issues between FDN and BellSouth as specified in the Act.

B. The FPSC should issue an order directing the parties to submit an FDN-BellSouth Interconnection Agreement reflecting the agreed upon language in Exhibit C and reflecting the resolution of unresolved issues as determined in this arbitration proceeding.

FDN has limited knowledge of BellSouth's labor charges and labor controls, FDN did not propose formal language other than the issue itself as an adequate expression of FDN's intent.

C. The FPSC should retain jurisdiction of this arbitration until the parties have submitted agreements for approval in accordance with Section 252(e) of the Act.

D. The FPSC should further retain jurisdiction of this arbitration and the parties hereto until BellSouth has complied with all implementation time frames specified in the arbitrated agreements and those agreements have been fully implemented.

E. The FPSC should take such other and further actions as it deems appropriate to effectuate resolution of the matters herein.

RESPECTFULLY SUBMITTED, this 23rd day of January, 2001.



Matthew Feil
Florida Digital Network
390 North Orange Avenue
Suite 2000
Orlando, FL 32801
(407) 835-0460

and

Michael C. Sloan
Michael P. Donahue
Swidler Berlin Shereff Friedman, LLP
3000 K Street, NW, Suite 300
Washington, D.C. 20007-5116
(202) 424-7500

Attorneys for Florida Digital Network, Inc.

Certificate of Service

I hereby certify that a true and complete copy of the foregoing was served on the following by overnight delivery this 23rd day of January, 2001.

Ms. Nancy B. White, General Counsel – Fla.
C/o Ms. Nancy H. Sims, Dir., Reg. Relations
150 South Monroe Street, Suite 400
Tallahassee, FL 32301-1556

Ms. Royce White
BellSouth Interconnection Serv.
3535 So. Colonnade Pkwy.
Room W1B
Birmingham, AL 35243

Matthew Feil
Florida Digital Network
390 North Orange Avenue
Suite 2000
Orlando, FL 32801
(407) 835-0460

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition of Florida Digital Network, Inc., for Arbitration of Certain Terms and Conditions of Proposed Interconnection and Resale Agreement with BellSouth Telecommunications, Inc. Under the Telecommunications Act of 1996	Docket No. _____ Filed: January 24, 2001

Exhibit A to the Petition

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and KMC Telecom Holdings, Inc. (KMC Telecom), collectively "KMC Telecom", a Delaware corporation, on behalf of itself and its certificated operating affiliates identified in Part C hereof, and shall be deemed effective as of October 6, 2000. This Agreement may refer to either BellSouth or KMC Telecom or both as a "Party" or "Parties ".

WITNESSETH

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

WHEREAS, KMC Telecom is a competitive 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, for KMC Telecom to purchase network elements and other services from BellSouth, and to exchange traffic specifically for the purposes of fulfilling their applicable 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 KMC Telecom agree as follows:

1. **Purpose**

The resale, access and interconnection obligations contained herein enable KMC Telecom to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that KMC Telecom 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. Furthermore, the Parties agree that execution of this agreement will not preclude either party from advocating its position before the Commission or a court of competent jurisdiction.

2. **Term of the Agreement**

2.1 The term of this Agreement shall be three years, beginning October 6, 2000, and shall apply to the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 2.2 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.4 below.

2.2 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").

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 U.S.C. 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.

2.4 Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section 2.3 above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth or KMC Telecom terminates this Agreement as provided above, BellSouth shall continue to offer services to KMC Telecom pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to

provide services to KMC Telecom pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective retroactive to the day following expiration of this Agreement.

3. **Ordering Procedures**

3.1 To the extent not already provided, State 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 The Parties agree to adhere to the BellSouth Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate for the services ordered, provided however that nothing required in these guides shall override KMC Telecom's rights or BellSouth's obligations under this Agreement.

3.3 KMC Telecom shall pay charges for Operational Support Systems (OSS) as specifically set forth in Attachments 1, 2, 3, 5 and 7 of this agreement, as applicable.

4. **Parity**

When KMC Telecom purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to KMC Telecom shall be at least equal in quality to that which BellSouth provides to itself. The provisioning intervals for network elements shall be at least equal to, but no longer than, those that BellSouth provides to itself. BellSouth shall make available network elements to KMC Telecom on the same terms and conditions as BellSouth provides to its affiliates, subsidiaries, end-users and any other carriers. The quality of the interconnection between the networks of BellSouth and the network of KMC Telecom shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by KMC Telecom.

5. **White Pages Listings**

BellSouth shall provide KMC Telecom and its customers access to white pages directory listings under the following terms:

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

5.2 Rates. BellSouth and KMC Telecom will provide to each other subscriber primary listing information in the White Pages at no charge except for applicable service order charges as set forth in the applicable tariffs.

5.3 Procedures for Submitting KMC Telecom Subscriber Information. BellSouth will provide to KMC Telecom a magnetic tape or computer disk containing the proper format for submitting subscriber listings. KMC Telecom 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.

5.3.1 Notwithstanding any provision(s) to the contrary, KMC Telecom agrees to provide to BellSouth, and BellSouth agrees to accept, KMC Telecom's Subscriber Listing Information (SLI) relating to KMC Telecom's customers in the geographic area(s) covered by this Interconnection Agreement. KMC Telecom authorizes BellSouth to release all such KMC Telecom SLI provided to BellSouth by KMC Telecom to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such KMC Telecom SLI shall be intermingled with BellSouth's own customer listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

5.3.2 No compensation shall be paid to KMC Telecom for BellSouth's receipt of KMC Telecom SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of KMC Telecom's SLI, or costs on an ongoing basis to administer the release of KMC Telecom SLI, KMC Telecom shall pay to BellSouth its

proportionate share of the reasonable and nondiscriminatory costs associated therewith. BellSouth shall not be liable for the content or accuracy of any SLI provided by KMC Telecom under this Agreement. KMC Telecom shall indemnify, hold armless and defend BellSouth from and against any damages, l losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate KMC Telecom listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to KMC Telecom any complaints received by BellSouth relating to the accuracy or quality of KMC Telecom listings.

5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

5.4 Unlisted/Non-Published Subscribers. KMC Telecom will be required to provide to BellSouth the names, addresses and telephone numbers of all KMC Telecom customers that wish to be omitted from directories.

5.5 Inclusion of KMC Telecom Customers in Directory Assistance Database. BellSouth will include and maintain KMC Telecom subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and KMC Telecom will adhere to appropriate procedures regarding lead time, timeliness, format and content of listing information as set forth in the BellSouth Local Interconnection and Facility Based Ordering Guide.

5.6 Listing Information Confidentiality. BellSouth will accord KMC Telecom's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to KMC Telecom'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 KMC Telecom subscribers at no charge and within the same time frame as BellSouth delivers such directories to its own subscribers.

6. **Bona Fide Request/New Business Request Process for Further Unbundling**

Subject to 47 C.F.R. 51.317 and 47 C.F.R. 51.319 BellSouth shall, upon request of KMC Telecom, provide to KMC Telecom access to network elements not identified in this agreement at any technically feasible point for the provision of KMC Telecom's telecommunications service. . Any request by KMC Telecom for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth in Attachment 12 of this Agreement.

7. **Local Dialing Parity**

BellSouth shall provide local dialing parity as described in the Act and required by FCC rules, regulations and policies. KMC Telecom End Users shall not have to dial any greater number of digits than BellSouth End Users to complete the same call. In addition, KMC Telecom End Users shall experience at least the same service quality as BellSouth End Users in terms of post-dial delay, call completion rate and transmission quality.

8. **Court Ordered Requests for Call Detail Records and Other Subscriber Information**

8.1 To the extent technically feasible, BellSouth maintains call detail records for KMC Telecom end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for KMC Telecom end users for the same length of time it maintains such information for its own end users.

8.2 KMC Telecom agrees that BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to KMC Telecom end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.

8.3 KMC Telecom agrees that in cases where KMC Telecom receives subpoenas or court ordered requests for call detail records for targeted telephone numbers belonging to KMC Telecom end users, KMC Telecom will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.

8.4 Where BellSouth is providing to KMC Telecom telecommunications services for resale or providing to KMC Telecom the local switching function, then KMC Telecom agrees that in those cases where KMC Telecom receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to KMC Telecom end users, if KMC Telecom does not have the requested information, KMC Telecom will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Where the request has been forwarded to BellSouth, billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.

8.5 KMC Telecom will provide KMC Telecom end user and/or other customer information that is available to KMC Telecom in response to subpoenas and court orders for their own customer records. BellSouth will redirect subpoenas and court ordered requests for KMC Telecom end user and/or other customer information to KMC Telecom for the purpose of providing this information to the law enforcement agency.

9. **Liability and Indemnification**

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

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

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

9.4 Limitation of Liability.

9.4.1 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by KMC Telecom, any KMC Telecom Customer or by any other Person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by KMC Telecom, any KMC Telecom Customer or

any other Person or entity, resulting from the gross negligence or willful misconduct of BellSouth, shall not be subject to such limitation of liability.

9.4.2 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth Customer or by any other Person or entity, for damages associated with any of the services provided by KMC Telecom pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, KMC Telecom's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth Customer or any other Person or entity resulting from the gross negligence or willful misconduct of KMC Telecom, shall not be subject to such limitation of liability.

9.4.3 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.

9.4.4 Neither BellSouth nor KMC Telecom 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.

9.4.5 Except in case of gross negligence or willful or intentional misconduct, 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.

9.5 Indemnification for Certain Claims. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder 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 or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the customer of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

9.6 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.

10. Intellectual Property Rights and Indemnification

10.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. KMC Telecom 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.

10.2 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.

10.3 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 8 of this Agreement.

10.4 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:

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

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

10.4.3 In the event 9.4.1 or 9.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

10.5 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.

10.6 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.

11. Treatment of Proprietary and Confidential Information

11.1 Confidential Information. It may be necessary for BellSouth and KMC Telecom 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 KMC Telecom shall receive such Information and not disclose such Information. BellSouth and KMC Telecom shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and KMC Telecom with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and KMC Telecom will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

11.2 Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or KMC Telecom 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 KMC Telecom; (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.

12. Assignments

Neither Party hereto may assign or otherwise transfer its rights or obligations under this Agreement, except with the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld; provided, however, that, so long as the performance of any assignee is guaranteed by the assignor: (i) either Party may assign its rights and delegate its benefits, duties and obligations under this Agreement, without the consent of the other Party, to any Affiliate of such Party and (ii) either Party may assign its rights and delegate its benefits, duties and obligations under this Agreement, without the consent of the other, to any person or entity that obtains control of all or substantially all of such assigning Party's assets, by stock purchase, asset purchase, merger, foreclosure, or otherwise. Each Party shall notify the other in writing of any such assignment. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.

13. Escalation Procedures

Each Party hereto shall provide the other party hereto with the names and telephone numbers or pagers of their respective managers up to the Vice Presidential level for the escalation of unresolved matters relating to their performance of their duties under this Agreement. Each Party shall supplement and update such information as necessary to facilitate prompt resolution of such

matters. Each Party further agrees to establish an automatic internal escalation procedure relating to unresolved disputes arising under this Agreement.

14. **Expedite Procedures**

Each Party shall promptly establish a nondiscriminatory procedure for expediting installation and repair of facilities provided pursuant to this Agreement.

15. **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, the FCC or a court of law for resolution of the dispute. Each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement. Furthermore, the Parties agree to carry on their obligations under the Agreement while any dispute resolution is pending

16. **Taxes**

16.1 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.

16.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

16.2.1 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.

16.2.2 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.

16.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

16.3.1 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.

16.3.2 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.

16.3.3 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.

16.3.4 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.

16.3.5 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.

16.3.6 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.

16.3.7 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.

16.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.

16.4.1 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.

16.4.2 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. The Parties agree to use best efforts to bill taxes promptly.

16.4.3 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. Both Parties shall retain the right to contest the imposition of such taxes and fees. However, the Party contesting the imposition of such taxes and fees shall bear the resulting expense.

16.4.4 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.

16.4.5 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.

16.4.6 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.

16.4.7 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.

16.5 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.

17. **Network Maintenance and Management**

17.1 The Parties shall work cooperatively to implement this Agreement. The Parties shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) as reasonably required to implement and perform this Agreement.

17.2 Each Party hereto shall design, maintain and operate their respective networks as necessary to ensure that the other Party hereto receives service quality which is consistent with generally accepted industry standards at least at parity with the network service quality given to itself, its Affiliates, its End Users or any other Telecommunications Carrier.

17.3 Neither Party shall use any service or facility provided under this Agreement in a manner that impairs the quality of service to other Telecommunications Carriers' or to either Party's End Users. Each Party will provide the other Party notice of any such impairment at the earliest practicable time.

17.4 BellSouth agrees to provide KMC Telecom prior notice consistent with applicable FCC rules and the Act of changes in the information necessary for the transmission and routing of services using BellSouth's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit BellSouth's ability to upgrade its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with BellSouth's obligations to KMC Telecom under the terms of this Agreement.

18. **Changes In Subscriber Carrier Selection**

18.1 Both Parties hereto shall apply all of the principles set forth in 47 C.F.R. § 64.1100 to the process for End User selection of a primary Local Exchange Carrier. BellSouth shall not require a disconnect order from an KMC Telecom Customer or another LEC in order to process an KMC Telecom order for Resale Service for an KMC Telecom End User. Until the FCC or the Commission adopts final rules and procedures regarding a Customer's selection of a primary Local Exchange Carrier, unless already done so, KMC Telecom shall deliver to BellSouth a Blanket Representation of Authorization that applies to all orders

submitted by KMC Telecom under this Agreement that require a primary Local Exchange Carrier change. Both Parties hereto shall retain on file all applicable documentation of authorization, including letters of authorization, relating to their End User's selection as its primary Local Exchange Carrier, which documentation shall be available for inspection by the other Party hereto upon reasonable request during normal business hours.

18.2 If an End User denies authorizing a change in his or her primary Local Exchange Carrier selection to a different local exchange carrier ("Unauthorized Switching"), the Party receiving the End User complaint shall switch or caused to be switched that End User back to his preferred carrier in accordance with Applicable Law.

19. **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.

20. **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.

21. **Modification of Agreement**

21.1 BellSouth shall make available, pursuant to 47 USC § 252(i) and the FCC rules and regulations regarding such availability, to KMC Telecom at the same rates and terms and conditions of any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. 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.

21.2 If KMC Telecom changes its name or makes changes to its identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of KMC Telecom to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

21.3 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.

21.4 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).

21.5 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of KMC Telecom or BellSouth to perform any material terms of this Agreement, KMC Telecom or BellSouth may, on fifteen (15) business 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 forty-five (45) business days after such notice, the Dispute may be referred to the Dispute Resolution procedure set forth in Section 12. In the event that the Parties reach agreement as to the new terms consistent with the above, the Parties agree to make the effective date of such amendment retroactive to the effective date of such Order consistent with this section, unless otherwise stated in the relevant Order.

22. **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.

23. **Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state of Georgia.

24. **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.

25. **Notices**

25.1 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

KMC Telecom

Tricia Breckenridge
1755 North Brown Road
3rd Floor
Lawrenceville, GA 30043

and

Charlene Keys
1755 North Brown Road
3rd Floor
Lawrenceville, GA 30043

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

25.2 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.

25.3 BellSouth shall provide KMC Telecom notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale.

26. **Relationship of Parties**

This Agreement shall not establish, be interpreted as establishing, or be used by either Party to establish, or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate form this Agreement, is provided. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

27. **Third Party Beneficiaries**

This Agreement does not provide, and shall not be construed to provide, third parties with any benefit, remedy, claim, liability, reimbursement, cause of action, or other privilege.

28. **Cooperation on Preventing End User Fraud**

The Parties agree to cooperate fully with one another to investigate, minimize, prevent, and take corrective action in cases of fraud.

29. **Good Faith Performance**

In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement (including without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement), such action will not be unreasonably delayed, withheld or conditioned.

30. **Independent Contractors**

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement, and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party shall be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

31. **Subcontracting**

If any obligation is performed through a subcontractor, each Party shall remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party shall be solely responsible for payments due the Party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of any facilities or services provided herein, shall provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or Confidential

Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Confidential Information to the same extent that the subcontracting Party is required to protect the same under the terms of this Agreement.

32. **Severability**

If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly. Provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 13.

33. **Survival of Obligations**

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, and any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

34. **Customer Inquiries**

34.1 Each Party shall refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

34.2 Each Party shall ensure that each of their representatives who receive inquiries regarding the other Party's services: (i) provide the numbers described in Section 46.1 to callers who inquire about the other Party's services or products, and (ii) do not in any way disparage or discriminate against the other Party or its products or services.

35. **Compliance with Applicable Law**

35.1 Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, effective orders, decisions, injunctions, judgments, awards and decrees that relate to its obligations under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law, and nothing herein shall be deemed to prevent either Party from recovering

its cost or otherwise billing the other Party for compliance with the Order to the extent required or permitted by the term of such Order.

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

36. **Labor Relations**

Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

37. **Compliance with the Communications Law Enforcement Act of 1994 ("CALEA")**

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such other Party's noncompliance, and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

38. **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.

39. **Rule of Construction**

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

40. **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.

41. **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.

42. **Implementation of Agreement**

If KMC Telecom 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 or within 30 days of KMC Telecom placing its first order, whichever is later, 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.

43. **Additional Fair Competition Requirements**

43.1 In the event that either Party transfers facilities or other assets to an Affiliate which are necessary to comply with its obligations under this Agreement, the obligations hereunder shall survive and transfer to such Affiliate.

43.2 BellSouth shall allow local exchange customers of KMC Telecom to select BellSouth for the provision of intraLATA toll services on a nondiscriminatory basis; provided, however, that prior to establishment of BellSouth as the intraLATA toll carrier for KMC Telecom local exchange customers, the Parties shall negotiate a billing and collections agreement on commercially reasonable terms whereby KMC Telecom shall bill the customer on BellSouth's behalf and shall collect from the customer and remit to BellSouth intraLATA toll revenues. KMC Telecom agrees to bill its customers on BellSouth's behalf for both presubscribed and "dial around" intraLATA toll traffic. The Parties shall exchange customer record data on a timely basis as necessary to bill such customers for intraLATA toll usage.

43.3 BellSouth shall not use information derived from providing services or facilities to KMC Telecom to create a lead or other information base for a "winback" sales program.

44. **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, KMC Telecom shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by KMC Telecom.

44.1 For electronic filing purposes in the State of Louisiana, the CLEC Louisiana Certification Number is required and must be provided by KMC Telecom prior to execution of the Agreement. The CLEC Louisiana Certification Numbers for KMC Telecom are TSP00065 (KMC Telecom, Inc.), TSP00255 (KMC Telecom III, Inc.), and TSP00358 (KMC Telecom V, Inc.).

45. **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:

Network Elements and Other Services
Local Interconnection
Resale
Collocation

The following services are included as options for purchase by KMC Telecom. KMC Telecom shall elect said services by written request to its Account Manager if applicable.

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

BellSouth Telecommunications, Inc.	**KMC Telecom Holdings, Inc. (KMC Telecom)**
SIGNATURE ON FILE	SIGNATURE ON FILE
Signature	Signature
Jerry D. Hendrix	Charlene H. Keys
Name	Name
Sr. Director	Vice President
Title	Title
10/6/00	10/5/00
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 Telcordia (formerly 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 the states in 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.

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 Telcordia (formerly BellCore)'s Calling 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 KMC Telecom, a CLEC other than KMC Telecom or another telecommunications carrier through the network of BellSouth or KMC Telecom to an end user of KMC Telecom, a CLEC other than KMC Telecom 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 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 as defined in Attachment 3.

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 Telcordia (formerly 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.

Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the following Network Elements: unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; signaling; access to call-related databases; dark fiber as set forth in Attachment 2 of this Agreement. BellSouth will provide packet switching capability only to the extent required pursuant to FCC rules. BellSouth will make Operator Call Processing and Directory Assistance Services available at the rates set forth in Exhibit C of Attachment 2 of this Agreement.

Non-Intercompany Settlement System (NICS) is the Telcordia (formerly 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 KMC Telecom 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, U.S.C. Section 1 et. seq.).

SCHEDULE OF KMC HOLDINGS, INC (KMC TELECOM) OPERATING AFFILLIATES

KMC Telecom, Inc., KMC Telecom III, Inc., KMC Telecom V, Inc. (AL, LA)

KMC Telecom, Inc., KMC Telecom II, Inc., KMC Telecom III, Inc., KMC Telecom V, Inc. (FL)

KMC Telecom, Inc., KMC Telecom V, Inc. (GA)

KMC Telecom IV, Inc., KMC Telecom V, Inc. (KY)

KMC Telecom III, Inc., KMC Telecom V, Inc. (MS, SC, TN)

KMC Telecom II, Inc., KMC Telecom III, Inc., KMC Telecom V, Inc. (NC)

Attachment 1

Resale

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RESALE

1. **Discount Rates**

The rates pursuant by which KMC Telecom 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 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the public service commissions of BellSouth's franchised area to provide local exchange service within BellSouth's franchised area

2.7 RESALE means an activity wherein a certificated CLEC, such as KMC Telecom 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 an CLEC, such as KMC Telecom, may offer resold local exchange telecommunications service.

3. **General Provisions**

3.1 KMC Telecom 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. The Parties do not however waive their 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. The Parties reserve 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. KMC Telecom may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:

3.1.1 KMC Telecom must resell services to other end users.

3.1.2 KMC Telecom 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.

3.1.3 KMC Telecom cannot be an alternative local exchange telecommunications company for the single purpose of selling to itself.

3.2 The provision of services by BellSouth to KMC Telecom does not constitute a joint undertaking for the furnishing of any service.

3.3 KMC Telecom 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 KMC Telecom for all services.

3.4 KMC Telecom 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.

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

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

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

3.8 Current telephone numbers are assigned to the service furnished and may normally be retained by the end user. Neither Party has property rights to the telephone number or any other call number designation associated with services furnished by BellSouth. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both in a non-discriminatory manner and at parity.

3.9 For the purpose of the resale of BellSouth's telecommunications services by KMC Telecom, BellSouth will provide KMC Telecom with an on line access to telephone numbers for reservation on a first come first serve basis. KMC Telecom shall be able to reserve telephone numbers to the same extent that BellSouth's retail operations may reserve telephone numbers. KMC Telecom acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC). In such instances BellSouth may request that KMC Telecom cancel its reservations of numbers, and any such request will be made in a non-discriminatory manner and at parity. KMC Telecom shall comply with such request.

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

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

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

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

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

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

3.14.2 Cause damage to BellSouth's plant;

3.14.3 Impair the privacy of any communications; or

3.14.4 Create hazards to any BellSouth employees or the public.

3.15 Facilities and/or equipment utilized by BellSouth to provide service to KMC Telecom remain the property of BellSouth.

3.16 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.

3.17 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. KMC Telecom 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 KMC Telecom will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the KMC Telecom in which the service is provided.

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

- Simplified Message Desk Interface - Enhanced ("SMDI-E")
- Simplified Message Desk Interface ("SMDI") Message Waiting Indicator ("MWI") stutter dial tone 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 BellSouth's Inside Wire Maintenance Service Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

3.19 Recovery of charges associated with implementing Number Portability through monthly charges assessed to end users has been authorized by the FCC. This end user line charge will be billed to Resellers of BellSouth's telecommunications services and will be as filed in FCC No. 1. This charge will not be discounted.

3.20 BellSouth shall notify KMC Telecom in advance of long term promotions (offered for longer than ninety (90) days) by posting a notice on its website.

3.21 New Resale Services; Changes in Provision of Resale Services

BellSouth shall use best efforts to provide KMC Telecom forty-five (45) days advance notice via Internet posting of changes to the prices. terms or conditions of services available for Resale. To the extent that revisions occur between the time BellSouth notifies KMC Telecom of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth will notify KMC Telecom of such revisions consistent with its internal notification process; provided that, KMC Telecom shall not utilize any notice given under this subsection to market resold offerings of that service in advance of BellSouth. In addition, upon request BellSouth shall furnish KMC Telecom with copies of publicly available service descriptions regarding the Resale Services. Notwithstanding the foregoing, KMC Telecom shall not utilize any such BellSouth service descriptions as part of its own sales or marketing efforts.

4. **BellSouth's Provision of Services to KMC Telecom**

4.1 KMC Telecom agrees that its resale of BellSouth services shall be as follows:

4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.

4.1.3 BellSouth reserves the right to periodically audit services purchased by KMC Telecom to establish authenticity of use. Consistent with Section 4.2 below. Such audit shall not occur more than once in a calendar year. KMC Telecom shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit.

4.2 Resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features, e.g., a usage allowance per month, shall not be aggregated across multiple resold services.

4.3 KMC Telecom 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 KMC Telecom will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service. Any conflict between the terms of the Operational Understanding Agreement and this Agreement shall be resolved in favor of this Agreement. Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

5.2 KMC Telecom 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.

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

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

5.5 KMC Telecom will contact the appropriate repair centers in accordance with procedures established by BellSouth.

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

5.7 BellSouth will bill KMC Telecom 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.

5.8 BellSouth reserves the right to contact KMC Telecom's end users, if deemed necessary, for maintenance purposes.

6. **Establishment of Service**

6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, KMC Telecom will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for KMC Telecom's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, BellSouth will begin taking orders for the resale of service.

6.2 Service orders will be in a standard format designated by BellSouth.

6.3 When notification is received from KMC Telecom that a current end user of BellSouth will subscribe to KMC Telecom'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 KMC Telecom's end user customer. KMC Telecom must, however, be able to demonstrate end user authorization upon request.

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

6.6 If BellSouth determines that an unauthorized change in local service to KMC Telecom has occurred , BellSouth, upon customer request, will reestablish service with the appropriate local service provider and will assess KMC Telecom as the CLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to KMC Telecom. These charges will be adjusted to reflect a full credit if KMC Telecom provides satisfactory proof of authorization. BellSouth will notify KMC Telecom within five (5) business days that such a request has been processed.

6.7 In order to safeguard its interest, BellSouth reserves the right to secure the account with a reasonable and nondiscriminatory 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 KMC Telecom 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 reasonable judgment and on a nondiscriminatory basis, 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 KMC Telecom defaults on its account, service to KMC Telecom 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.

6.8 Orders to switch services "as is" shall be treated as a change of service and shall *not* be treated as a disconnection and subsequent reconnection of service.

7. **Payment And Billing Arrangements**

7.1 To the extent KMC Telecom has not already done so, prior to submitting orders to BellSouth for local service, a master account must be established for KMC Telecom. KMC Telecom 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. BellSouth shall bill KMC Telecom on a current basis all applicable charges and credits.

7.2 Payment of all charges will be the responsibility of KMC Telecom. KMC Telecom shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by KMC Telecom from KMC Telecom's end user. BellSouth will not become involved in billing disputes that may arise between KMC Telecom and its end user, except as provided herein. 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.

7.3 BellSouth will render bills each month on established bill days for each of KMC Telecom's accounts.

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

7.5 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 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.

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

7.7 Billing Disputes

7.7.1 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, provided however that failure to raise a billing dispute within 60 days of the bill date shall not operate to waive such dispute. 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:

7.7.2 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.

7.7.3 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.

7.7.4 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date. or within such other time as the parties may agree, either Party may file a complaint with the Commission or with a court of competent jurisdiction. The parties will comply with decisions of the court of Commission, subject to the appropriate rights to appeal.

7.7.5 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 a charge and does pay such charge by the payment due date, that Party will be entitled to a credit with interest if the dispute is resolved in favor of that Party. 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.

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

7.9 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.

7.10 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 KMC Telecom.

7.11 BellSouth will not perform billing and collection services for KMC Telecom 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.

7.12 Pursuant to 47 CFR Section 51.617, BellSouth will bill KMC Telecom end user common line charges identical to the end user common line charges BellSouth bills its end users.

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

8.1.2 At the request of KMC Telecom, BellSouth will disconnect a KMC Telecom end user customer.

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

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

8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an end user or an end user's CLEC at the same address served by the denied facility.

8.2 The procedures for discontinuing service to KMC Telecom are as follows:

8.2.1 BellSouth reserves the right to suspend or terminate service. BellSouth will provide notice and an opportunity to cure, not to exceed five business days, 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 KMC Telecom of the rules and regulations of BellSouth's Tariffs

8.2.2 BellSouth reserves the right to suspend or terminate service for nonpayment. 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 KMC Telecom 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 KMC Telecom to receive notices of noncompliance, and discontinue the provision of existing services to KMC Telecom 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 KMC Telecom's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to KMC Telecom without further notice.

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

normal application procedures. KMC Telecom is solely responsible for notifying the end user of the proposed disconnection of the service.

8.2.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

9. **Resale of Customer Specific Arrangements**

9.1 CSAs shall be available for resale at the wholesale discount set forth in Exhibit A of this Attachment; provided, however, that in the event the Commission establishes a specific discount for CSAs such discount shall apply thereafter. KMC Telecom may resell a CSA to the end user for whom the CSA was constructed or to end users similarly situated to the specific end user for whom the CSA was constructed. Customers shall be deemed to be similarly situated when the quantity of use; time of use; manner of service; and costs of rendering the service are the same. In cases where KMC Telecom resells an existing CSA, no termination or rollover charges shall apply to the assignment of the CSA to KMC Telecom provided that KMC Telecom assumes the obligations set forth within the CSA. Notwithstanding the foregoing, BellSouth may impose a single service order charge (not to exceed the level of tariffed service order charges for comparable services) to recover the cost of changing the billing name on the account.

10. **Line Information Database (LIDB)**

10.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.

10.2 BellSouth will provide LIDB Storage upon written request to KMC Telecom Account Manager stating requested activation date.

11. **RAO Hosting**

11.1 The RAO Hosting Agreement is included in this Attachment as Exhibit D. Rates for BellSouth's Centralized Message Distribution System (CMDS) are as set forth in Exhibit H of this Attachment.

11.2 BellSouth will provide RAO Hosting upon written request to its Account Manager stating requested activation date.

12. **Optional Daily Usage File (ODUF)**

12.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit E. Rates for ODUF are as set forth in Exhibit H of this Attachment.

12.2 BellSouth will provide Optional Daily Usage File (ODUF) service upon written request to its Account Manager stating requested activation date.

13. **Enhanced Optional Daily Usage File (EODUF)**

13.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit F. Rates for EODUF are as set forth in Exhibit H of this Attachment.

13.2 BellSouth will provide Enhanced Optional Daily Usage File (EODUF) service upon written request to its Account Manager stating requested activation date.

14. **Calling Name Delivery (CNAM) Database Service**

14.1 Calling Name Delivery (CNAM) Database Service Agreement is included in this Attachment as Exhibit G. Rates for CNAM are as set forth in Exhibit H of this Attachment.

14.2 BellSouth will provide Calling Name Delivery (CNAM) Database service upon written request to its Account Manager stating requested activation date.

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APPLICABLE DISCOUNTS

The telecommunications services available for purchase by KMC Telecom for the purposes of resale to KMC Telecom 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%	9.05%
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
TENNESSEE**	16%	16%	

* When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

** In Tennessee, if CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

*** Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

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

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

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

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

Note: The OSS charges shall be paid in addition to and not in lieu of recurring and non-recurring charges applicable to the services ordered.

DENIAL/RESTORAL SERVICE CHARGE

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

CANCELLATION OSS CHARGE

KMC Telecom will incur an OSS charge for an accepted LSR that is later canceled by KMC Telecom.

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

THRESHOLD BILLING PLAN

The Parties agree that KMC Telecom will incur the mechanized rate for all LSRs, both **mechanized (LENS, EDI, EDI-PC, and TAG)** and manual, if the percentage of mechanized LSRs to total LSRs **meets or** exceeds the threshold percentages shown below

Year	Ratio: Mechanized/Total LSRs
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

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In calculating the percentages above, all orders submitted via BellSouth's mechanized LSR systems (LENS, EDI, EDI-PC, and TAG) will count as mechanized LSRs, regardless of whether an order falls out of the mechanized process or requires manual intervention in order to be properly completed and processed.

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.

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EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE

	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	Yes	No	Yes	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Note 4	Yes	Yes
6	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8	AdWatch℠ Svc (See Note 6)	Yes	yes	Yes	yes	Yes	yes	Yes	yes	Yes	Yes
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	Yes	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	Yes	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4
6	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	N11 Services	No	No	No	No	Yes	Yes	Yes	Yes
8	AdWatch℠ Svc (See Note 6)	Yes	yes	Yes	yes	Yes	yes	Yes	yes
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)

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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, the KMC Telecom is responsible for funding its own Lifeline and Link Up benefit. In Tennessee, KMC Telecom shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. KMC Telecom 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. KMC Telecom 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 KMC Telecom 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[SM] Service is tariffed as BellSouth® AIN Virtual Number Call Detail Service.

EXHIBIT C

LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST 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 Local Exchange Carrier, 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. BST 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 BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the Local Exchange Company of fraud alerts so that the Local Exchange Company may take action it deems appropriate. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST will suspend or restore individual LIDB accounts of KMC Telecom customers as instructed by KMC Telecom. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further

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understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

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

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

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

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

II. TERM

This Agreement will be effective as of June 26, 2000. 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.

EXHIBIT C

III. FEES FOR SERVICE AND TAXES

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

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

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

In the absence of gross negligence or willful misconduct, 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

EXHIBIT C

VI. MISCELLANEOUS

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

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

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

EXHIBIT C

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 June 26, 2000, between BellSouth Telecommunications, Inc. ("BST"), and Local Exchange Company ("Local Exchange Company"), effective the 26th day of June, 2000.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST 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 BST 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 BST 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 BST 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 BST.

E. PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered

invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

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 BST and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

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

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

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

D. BST 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

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special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

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

EXHIBIT D

CMDS/RAO Hosting

1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to KMC Telecom by BellSouth will be in accordance with the methods and practices conforming to accepted industry standards during the term of this Agreement, including such revisions as may be made from time to time by BellSouth and agreed to by KMC Telecom.

2. To the extent not already provided, KMC Telecom shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

3. Applicable compensation amounts will be billed by BellSouth to KMC Telecom 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 KMC Telecom 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 KMC Telecom to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of KMC Telecom and will coordinate all associated conversion activities.

5 BellSouth will receive messages from KMC Telecom that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from KMC Telecom.

7 All data received from KMC Telecom that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

8 All data received from KMC Telecom that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).

9 BellSouth will receive messages from the CMDS network that are destined to be processed by KMC Telecom and will forward them to KMC Telecom on a daily basis.

10 Transmission of message data between BellSouth and KMC Telecom will be via CONNECT:Direct.

11 All messages and related data exchanged between BellSouth and KMC Telecom will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.

12 KMC Telecom 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.

EXHIBIT D

13 Should it become necessary for KMC Telecom to send data to BellSouth more than sixty (60) days past the message date(s). KMC Telecom 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 KMC Telecom to notify all affected Parties.

14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or KMC Telecom) identified and agreed to, the company responsible for creating the data (BellSouth or KMC Telecom) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

15 Should an error be detected by the EMI format edits performed by BellSouth on data received from KMC Telecom, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify KMC Telecom of the error condition. KMC Telecom 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, KMC Telecom will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

16 In association with message distribution service, BellSouth will provide KMC Telecom with associated intercompany settlements reports (CATS and NICS) as appropriate.

17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

18 RAO Compensation

18.1 Rates for message distribution service provided by BellSouth for KMC Telecom are as set forth in Exhibit A to this Attachment.

18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment.

18.3 Data circuits (private line or dial-up) will be required between BellSouth and KMC Telecom for the purpose of data transmission. Where a dedicated line is required, KMC Telecom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. KMC Telecom 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 KMC Telecom. Additionally, all message toll charges associated with the use of the dial circuit by KMC Telecom will be the responsibility of KMC Telecom. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

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

19 Intercompany Settlements Messages

EXHIBIT D

19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by KMC Telecom 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 KMC Telecom and the involved company(ies), unless that company is participating in NICS.

19.2 Both traffic that originates outside the BellSouth region by KMC Telecom and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by KMC Telecom, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by KMC Telecom, involves a company other than KMC Telecom, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

19.3 Once KMC Telecom is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.

19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of KMC Telecom. BellSouth will distribute copies of these reports to KMC Telecom on a monthly basis.

19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of KMC Telecom. BellSouth will distribute copies of these reports to KMC Telecom on a monthly basis.

19.6 BellSouth will collect the revenue earned by KMC Telecom 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 KMC Telecom. BellSouth will remit the revenue billed by KMC Telecom 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 KMC Telecom. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to KMC Telecom via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

19.7 BellSouth will collect the revenue earned by KMC Telecom 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 KMC Telecom. BellSouth will remit the revenue billed by KMC Telecom 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 KMC Telecom via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

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

EXHIBIT E

Optional Daily Usage File (ODUF)

1 Upon written request from KMC Telecom, BellSouth will provide the Optional Daily Usage File (ODUF) service to KMC Telecom pursuant to the terms and conditions currently in place between BellSouth and KMC Telecom.

2 KMC Telecom shall furnish, to the extent not already furnished, the following information required by BellSouth for the provision of the Optional Daily Usage File:

3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a KMC Telecom customer.

Charges for delivery of the Optional Daily Usage File will appear on the KMC Telecom's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5 Messages that error in the billing system of the KMC Telecom will be the responsibility of the KMC Telecom. If, however, the KMC Telecom should encounter significant volumes of errored messages that prevent processing by the KMC Telecom within its systems, BellSouth will work with the KMC Telecom to determine the source of the errors and the appropriate resolution.

6. The following specifications shall apply to the Optional Daily Usage Feed.

6.1 Usage To Be Transmitted

6.1.1 The following messages recorded by BellSouth will be transmitted to KMC Telecom:

-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 & 8XX 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

-9XX Service

EXHIBIT E

6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to KMC Telecom.

6.1.4 In the event that KMC Telecom detects a duplicate on Optional Daily Usage File they receive from BellSouth, KMC Telecom will drop the duplicate message (KMC Telecom will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

6.2.1 The Optional Daily Usage File will be distributed to KMC Telecom via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and KMC Telecom for the purpose of data transmission. Where a dedicated line is required, KMC Telecom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. KMC Telecom 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 KMC Telecom. Additionally, all message toll charges associated with the use of the dial circuit by KMC Telecom will be the responsibility of KMC Telecom. 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 KMC Telecom end for the purpose of data transmission will be the responsibility of KMC Telecom.

6.3 Packing Specifications

6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to KMC Telecom which BellSouth RAO that is sending the message. BellSouth and KMC Telecom will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by KMC Telecom and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

6.4.1 KMC Telecom 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. KMC Telecom will not be required to return the actual

rejected data to BellSouth. Rejected packs will be corrected and retransmitted to KMC Telecom by BellSouth.

6.5 Control Data

KMC Telecom will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate KMC Telecom 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 KMC Telecom for reasons stated in the above section.

6.6 Testing

6.6.1 Upon request from KMC Telecom, BellSouth shall send test files to KMC Telecom 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 KMC Telecom set up a production (LIVE) file. The live test may consist of KMC Telecom's employees making test calls for the types of services KMC Telecom requests on the Optional Daily Usage File. These test calls are logged by KMC Telecom, 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. KMC Telecom shall not be required to repeat testing completed during the deployment of its facilities and electronic interfaces.

EXHIBIT F

Enhanced Optional Daily Usage File (EODUF)

1 Upon written request from KMC Telecom, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to KMC Telecom pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

2 To the extent not already provided, KMC Telecom shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File3. The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of the Enhanced Optional Daily Usage File will appear on KMC Telecom's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5 Messages that error in the billing system of KMC Telecom will be the responsibility of KMC Telecom. If, however, KMC Telecom should encounter significant volumes of errored messages that prevent processing by KMC Telecom within its systems, BellSouth will work with KMC Telecom to determine the source of the errors and the appropriate resolution.

6. The following specifications shall apply to the Optional Daily Usage Feed.

6.1 Usage To Be Transmitted

6.1.1 The following messages recorded by BellSouth will be transmitted to KMC Telecom:

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

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 KMC Telecom.

6.1.3 In the event that KMC Telecom detects a duplicate on Enhanced Optional Daily Usage File that it receives from BellSouth, KMC Telecom will drop the duplicate message (KMC Telecom will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

EXHIBIT F

6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to KMC Telecom over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among KMC Telecom'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).

6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and KMC Telecom for the purpose of data transmission. Where a dedicated line is required, KMC Telecom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. KMC Telecom 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 KMC Telecom. Additionally, all message toll charges associated with the use of the dial circuit by KMC Telecom will be the responsibility of KMC Telecom. 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 KMC Telecom end for the purpose of data transmission will be the responsibility of KMC Telecom.

6.3 Packing Specifications

6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.3.2 The 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 KMC Telecom which BellSouth RAO that is sending the message. BellSouth and KMC Telecom will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by KMC Telecom and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

1.1 Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber as set forth in this Attachment.

1.2 BellSouth shall, upon request of KMC Telecom, and to the extent technically feasible, provide to KMC Telecom access to its network elements for the provision of KMC Telecom'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.

1.3 KMC Telecom may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner KMC Telecom chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the network elements purchased by KMC Telecom for combining to the designated KMC Telecom collocation space. The network elements shall be provided as set forth in this Attachment.

1.4 BellSouth will provide the following combined network elements for purchase by KMC Telecom. The rate of the following combined 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:

- SL1 or SL2 loop and cross connect
- Port and cross connect
- Port and cross connect and common (shared) transport
- Port and vertical features
- SL2 Loop with loop concentration
- Port and common (shared) transport
- SL1 or SL2 Loop and LNP

1.5 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.

1.6 KMC Telecom will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service, provided however that nothing required in this Work Center Operational Understanding Agreement shall override KMC Telecom's rights or BellSouth's obligations under this Agreement.

2. Unbundled Loops

2.1 BellSouth agrees to offer access to 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 MDF or similar terminating device in a central office up to the termination at the NID at the customer's premise. Each 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.

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

2.2.4 "Order Coordination" refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops. Order coordination for physical cut-overs will be scheduled as follows:

2.2.4.1 For a coordinated conversion i.e. stand alone INP, INP and LNP with loop or stand alone loop where order coordination is provided for in this agreement, BellSouth shall verbally coordinate the disconnect with KMC Telecom and perform any switch translations so as to limit end user service outage. BellSouth and KMC Telecom will mutually agree upon a cut-over time 24 to 48 hours prior to the actual conversion. KMC Telecom may designate the conversion time when the conversion involves a loop with ILNP or LNP by ordering time specific conversion at rates designated in this agreement. For time specific conversions,

BellSouth will verify the cut-over time designated by KMC Telecom 24 to 48 hours in advance to ensure that the conversion is to be completed as ordered. Both parties will use best efforts to ensure mutually agreed to conversion times, as identified in this paragraph, will commence within 15 minutes of the agreed time. For coordinated conversions, BellSouth's target intervals for service disruption to the end-user is 15 minutes or less for each loop.

2.2.4.2 Order coordination is not provided for in the provisioning of an SL1 loop. BellSouth will however, provide a notifier to the KMC Telecom when the physical wirework is completed for an SL1 loop with LNP. This notification will allow the KMC Telecom to ensure minimal end user loss of service, provided that KMC Telecom promptly sends the activate message to NPAC to port the number. BellSouth will use best efforts to notify KMC Telecom within thirty (30) minutes of the completion of the physical wire work.

2.2.4.3 BellSouth normal hours of operation are defined in Attachment 6. Provisioning outside of these hours will be billed at overtime rates for the number of employees supporting the after hours conversion.

2.2.4.4 Testing

2.2.4.4.1 BellSouth will perform the appropriate pre-service tests to ensure KMC Telecom dial tone is delivered to the appropriate connecting point. The timing of the test is based on the overall interval and type of the service being provisioned. Under normal intervals, testing for designed services are normally completed 24 hours in advance of the conversion. For non-designed services, dial tone is verified in time frames consistent with the same time frames that BellSouth uses to activate POTS services for it's own end users. In any event, BellSouth will advise KMC Telecom whenever connectivity cannot be verified with KMC Telecom and will work cooperatively with KMC Telecom to correct the problem. BellSouth will advise KMC Telecom at completion of the conversion or turn up of new services in order for KMC Telecom to accept or reject the services being provisioned. BellSouth will work cooperatively with KMC Telecom to ensure end user service outage is minimal.

2.2.4.4.2 Where a field visit is required to provision the loop, BellSouth will test the loop ordered by KMC Telecom to the NID. Testing requested by KMC Telecom to points beyond the NID will be billed a time and material charge at the same increments BellSouth charges it's own end users. Requests for field-testing where a dispatch is not required may be made by KMC Telecom and where mutually agreed to, BellSouth will dispatch to perform additional field testing at rates billed on a time and material basis as mentioned in the previous paragraph.

BellSouth will place a tag on all unbundled loops that require a technician to be dispatched to the end user's premises during the provisioning process. The loop

tag will include the CLEC's name and the circuit ID number. Otherwise, the loop will be tagged by BellSouth during the next scheduled maintenance or repair visit to the customer's location for that loop; or the loop may be tagged by the CLEC during their dispatch to that customer's location.

2.2.4.4.3 Cut-over intervals for ILNP, ILNP with loop and LNP with loop will be at parity with the intervals experienced by BellSouth end users, BellSouth itself or any other KMC Telecom as indicated in the results of the Service Quality Measurements published by BellSouth. In any event, BellSouth will use best efforts to convert each loop within fifteen (15) minutes.

2.2.4.4.4 BellSouth and KMC Telecom will jointly develop additional processes or procedures as the need arises to improve service delivery during the life of the agreement.

2.2.5 "Order Coordination – Time Specific" refers to service order coordination in which KMC Telecom 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. KMC Telecom may specify a time between 8:00 a.m. and 5:00 p.m. (location time) Monday through Friday (excluding holidays). If KMC Telecom specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

2.2.6 Where facilities are available, BellSouth will install unbundled loops at the same intervals that it does for itself, its end-users, and other CLECs at parity as described above. Where BellSouth does not provide intervals based on the above, BellSouth will be subject to the terms and conditions of the performance measures in accordance with Attachment 9. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by KMC Telecom, expedite charges will apply for intervals less than 5 days. The charges outlined in BST's FCC # 1 Tariff, Section 5.1.1, will apply. BellSouth will bill expedite charges the same as BellSouth bills its wholesale customers and other CLECs. If KMC Telecom cancels an order for network elements and other 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.

2.2.7 If KMC Telecom modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, reasonable costs incurred by BellSouth to accommodate

the modification will be reimbursed by KMC Telecom. Upon request BellSouth will provide KMC Telecom an invoice detailing such charges.

2.2.8 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.2.8.1 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. If KMC Telecom requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances, such charges will be consistent with BellSouth's applicable tariffs.

2.2.8.2 SL2 loops have test points, will be designed with a Design Layout Record provided to KMC Telecom, and will be provided with Order Coordination. The OC feature will allow KMC Telecom 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 the mutually agreed upon time during normal working hours.

2.2.9 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 Designed Layout Record (DLR).

2.2.10 In addition to the UVLs and UDLs, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - Short and Long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters. The long UCL (beyond 18kft) will be used when a CLEC wants to condition copper loops longer than 18kft by removing load coils and other intervening equipment. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.

2.2.10.1 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. Order Coordination - Time Specific (OC-TS) will not be offered on UCLs.

2.2.11 As a chargeable option on all loops except UVL-SL1, BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow KMC Telecom the ability

to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis KMC Telecom will be responsible for testing and isolating troubles on the loops. Once KMC Telecom has isolated a trouble to the BellSouth provided loop, KMC Telecom 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.

2.2.12 If KMC Telecom reports a trouble on loops and no trouble actually exists, BellSouth will charge KMC Telecom for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status. Failure of BellSouth personnel to find trouble in BellSouth facilities will result in no charge if trouble is actually in those facilities but not discovered at the time.

2.3 Technical Requirements

2.3.1 To the extent available within BST's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: Voice Grade (designed and non-designed), basic rate ISDN (even if the loop uses digital loop carrier), ADSL, HDSL (2 and 4 wire), DS1, digital data (up to 64 kbps), primary rate ISDN, and copper loops that are capable of supporting xDSL services. If a requested loop type is not available, KMC Telecom can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet KMC Telecom's request.

2.3.1.1 These loop types may also support other telecommunications services that the CLEC may offer, including, but not limited to, Centrex, PBX (analog and data), and N x 64 kbps.

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 KMC Telecom will be consistent with industry standards and BellSouth TR73600.

2.3.1.2 KMC Telecom may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered provided, however BellSouth will condition the loops consistent with KMC Telecom's request. For example, if KMC Telecom orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service. For non-service

specific loops (e.g. UCL, loops modified by KMC Telecom using the Special Construction process), BellSouth will only support that the loop has electrical continuity and balanced tip-and-ring.

2.3.1.3 In those cases where KMC Telecom has requested that BellSouth modify a loop so that it no longer meets the technical parameters for a specific loop (e.g., voice grade, ISDN, ADSL, etc.), the resulting modified loop will be ordered and maintained as a Unbundled Cooper Loop.

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

BellSouth's TR73600, Unbundled Local Loop Technical Specification

2.3.2.1 Telcordia (formerly BellCore) TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.

2.3.2.2 Telcordia (formerly 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.

2.3.3 Universal Digital Channel (UDC) Loop

2.3.3.1 Due to technical limitations associated with certain DLC systems, some ISDN-capable loops that are provisioned using DLC systems may not support IDSL service. Effective with this agreement, BellSouth will no longer reconfigure its ISDN-capable loop to support IDSL service.

2.3.3.2 Instead, BellSouth agrees to offer the Universal Digital Channel (UDC) loop as a part of their Unbundled Digital Loop offerings. The UDC loop is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.

2.3.3.3 Like the ISDN-capable loop, the UDC loop may be provisioned on copper or through a DLC system. However, when UDC loops are provisioned using a DLC system, BellSouth will ensure that they are only provisioned on time slots that are compatible with data-only services such as IDSL.

2.4 Loop Make-Up Service Inquiry

2.4.1 As an interim process until electronic access to loop make-up information is available, BellSouth shall make available to KMC Telecom a Loop Make-Up Service Inquiry process that will provide a description of the loop facility for a specific telephone number or the loop facility(ies) (DLC and/or copper) serving a specific address. This information will allow KMC Telecom to make a determination of what type of loop to order and what loop conditioning activities (using BellSouth's Unbundled Loop Modification product), if any, are desired by KMC Telecom.

2.4.2 The information provided via this process includes 1) the portion of the loop serviced by Digital Loop Carrier (if applicable), 2) cable lengths and gauges, 3) the presence and location of load coils, 4) the presence, location and length of bridged taps.

2.5 Unbundled Loop Modifications (Loop Conditioning)

2.5.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by KMC Telecom, whether or not BellSouth offers advanced services to the End User on that loop.

2.5.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders, and repeaters

2.5.3 BellSouth shall recover the cost of line conditioning requested by KMC Telecom through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252 (d) (1) of the Act and in compliance with FCC Rule 51.507 (e). Until such time as charges for loop conditioning have been approved by the Commission, KMC Telecom shall pay to BellSouth interim cost-based charges as set forth in this Attachment. Such charges shall be subject to true up, in accordance with Section 18.3 of this Attachment.

3. Integrated Digital Loop Carriers

The feeder portion of some loops may be provide by means of Integrated Digital Loop Carrier (IDLC). IDLC provides a fiber optic cable transmission path that travels directly into BellSouth's central office local switch. Where BellSouth uses IDLC ,if technically feasible and capacity does exist, BST will provide KMC Telecom with a Designed DS0 UVL by using alternative provisioning techniques including but not limited to such as "hairpinning" and DAC grooming.

Alternative provisioning techniques will be provided at no additional cost to KMC Telecom. Hairpinning involves providing a DS0 signal from an IDLC-served loop to KMC Telecom's collocation equipment by using a dedicated pathway that traverses BellSouth's central office switch. BellSouth will provide such DS0 signal to KMC Telecom by establishing a copper cross connect between the BellSouth switch and KMC Telecom's collocation equipment.

4. **Network Interface Device**

4.1 The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the End User's on-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

4.1.1 BellSouth shall permit KMC Telecom to connect KMC Telecom's loop facilities to on-premises wiring through the BellSouth NID or at any other technically feasible point.

4.2 Access to Network Interface Device (NID)

4.2.1 Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), KMC Telecom may access the on-premises wiring by any of the following means: BellSouth shall allow KMC Telecom to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise. KMC Telecom agrees to install compatible protectors and test jacks and to maintain the protection system and equipment and to indemnify BellSouth pursuant to Section 9.4 of the General Terms and Conditions of this Agreement.

4.2.2 Where an adequate length of on-premises wiring is present and environmental conditions permit, either Party may remove the on-premises wiring from the other Party's NID and connect that wire to that Party's own NID; or

4.2.3 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the on-premises wiring through a suitable "punch-out" hole of such NID enclosures; or

4.2.4 Request BellSouth to make other rearrangements to the on-premises wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., KMC Telecom, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.

4.2.5 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors, without state regulatory requirement, without providing prior notice to the other Party, and without appropriately re-grounding the other Party's loop. In such cases, it shall be the responsibility of the disconnecting party to properly ground the other party's loop, **maintain the NID, and assume full liability for its action and any adverse** consequences.

4.2.6 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

4.2.7 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

4.2.8 Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with KMC Telecom to develop specific procedures to establish the most effective means of implementing this Section .

4.3 Technical Requirements

4.3.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

4.3.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media and/or cross connect to KMC Telecom's NID, consistent with the NID's function at the Effective Date of this Agreement.

4.3.3 Where a BellSouth NID exists, it is provided in its "as is" condition. If such NID is not functioning properly, BellSouth will repair or replace it at BellSouth's expense.

4.3.4 When KMC Telecom deploys its own local loops with respect to multiple-line termination devices, KMC Telecom shall Order the quantity of NIDs connections that it requires within such device.

4.4 Interface Requirements

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

5. Unbundled Loop Concentration (ULC) System

5.1 BellSouth will provide to KMC Telecom 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.

5.2 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 KMC Telecom at KMC Telecom's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

6. Sub-Loop Elements

6.1 Where facilities permit and subject to applicable and effective FCC rules and orders, BellSouth shall offer access to its Unbundled Sub-Loop (USL), Unbundled Sub-Loop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements. BellSouth shall provide non-discriminatory access, in accordance with 51.311 and section 251 (c)(3) of the Act, to the Sub-Loop. On an unbundled basis and pursuant to the following terms and conditions and the rates approved by the Commission and set forth in this Attachment. Until such time as rates for Sub Loop elements have been approved by the Commission, KMC Telecom shall pay to BellSouth interim cost-based rates as set forth in this Attachment, such rates to be subject to true-up in accordance with Section 18.3 of this Attachment.

6.2 Sub-Loop components include but are not limited to the following:

6.2.1 Unbundled Sub-Loop Distribution;

6.2.2 Unbundled Sub-Loop Concentration/Multiplexing Functionality; and

6.2.3 Feeder, Unbundled Network Terminating Wire; and

6.2.4 Unbundled Sub-Loop Feeder.

6.3 Unbundled Sub-Loop (distribution facilities)

6.3.1 Definition

6.3.2 Subject to applicable and effective FCC rules and orders, the unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from a customer's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. There are two offerings available for Unbundled Sub-Loops (USL):

6.3.3 Unbundled Sub-Loop Distribution (USL-D) will include the sub-loop facility from the cross-box in the field up to and including the point of demarcation.

6.3.4 BellSouth will also provide sub-loop interconnection to the intrabuilding network cable (INC) (riser cable). INC is the distribution facility inside a subscriber's building or between buildings on one customer's same premises (continuous property not separated by a public street or road). USL-INC (riser cable) will include the facility from the cross-connect device in the building equipment room up to an including the point of demarcation.

6.3.5 Requirements for Unbundled Sub-Loops Distribution Facilities

6.3.5.1 Unbundled Sub-Loop distribution facilities were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the Unbundled Sub-Loop may have load coils, which are necessary for transmission of voice grade services. The Unbundled Sub-Loops will be provided in accordance with technical reference TR73600. KMC Telecom may request that the sub-loop be conditioned in accordance with section 2.4.

6.3.5.2 USL distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. In a scenario that involves connection at a BellSouth cross-box located in the field, KMC Telecom would be required to deliver a cable to the BellSouth remote terminal or cross-box to provide continuity to KMC Telecom's feeder facilities. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box. KMC Telecom's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician. In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel on which access to the requested sub-loops will be connected. The CLEC's cable pairs can then be connected to the Unbundled Sub-Loop pairs on this cross-connect panel by the BellSouth technician.

6.4 BellSouth will provide Unbundled Sub-Loops where possible. Through the Service Inquiry (SI) process, BellSouth will determine if it is feasible to place the required facilities where KMC Telecom has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet the CLEC demand, then BellSouth will perform the set-up work as described in the next section. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in 6.5) to accommodate KMC Telecom's request for Unbundled Sub-Loops, BellSouth will use its Special Construction (SC) process to determine the additional costs required to provision the Unbundled Sub-Loops. KMC Telecom will then have the option of paying the one-time SC charge to modify the facilities to meet KMC Telecom's request. In the event that KMC Telecom invokes the dispute resolution process in connection with a request from KMC Telecom for Sub-Loops as described in this section, BellSouth shall have the burden of demonstrating that facilities are not available as requested by KMC Telecom.

6.5 During the initial set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice the CLEC's cable into the cross connect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel that will be used to provide access to the requested USLs. Once the set-up is complete, the CLEC requested sub-loop pairs would be provisioned through the service order process based on the submission of a LSR to the LCSC.

6.6 Interface Requirements

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

6.7 Unbundled Sub-Loop Concentration System (USLC)

6.7.1 Where facilities permit, BellSouth will provide to KMC Telecom with the ability to concentrate its sub-loops onto one or more DS1s back to the BellSouth Central Office. The DS1s will then be terminated into KMC Telecom's collocation space. TR-008 and TR303 interface standards are available.

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

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

6.8 Unbundled Network Terminating Wire (UNTW)

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

6.8.2 Definition

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

6.8.3 Requirements

6.8.3.1 BellSouth will offer spare pairs that are available to an end user's premises to KMC Telecom. 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 KMC Telecom'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 KMC Telecom. If after BellSouth has relinquished the first pair to KMC Telecom and the end user decides to change from KMC Telecom to another carrier, KMC Telecom will relinquish the first pair back to BellSouth.

6.8.3.2. Notwithstanding the foregoing, should BellSouth subsequently require the use of additional pair(s) to provide for the activation of additional lines in an end users premises in response to a request from such end user, KMC Telecom agrees to surrender it available spare pair(s) upon request by BellSouth.

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

6.8.3.4 If KMC Telecom has placed NTW at a location and an end user desires to receive local exchange service from BellSouth and BellSouth needs access to KMC Telecom's NTW to provide local exchange service to the end user, then KMC Telecom agrees to make available to BellSouth the requisite number of its spare pair(s), upon request by BellSouth, at rates determined by KMC Telecom.

6.8.3.5 In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own NTW. In existing construction, BellSouth shall not be required to install new or additional NTW beyond existing NTW to provision the services of the KMC Telecom.

6.9 Technical Requirements

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

7. Local Switching

7.1 BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 7.1.2 to KMC Telecom for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to KMC Telecom for the provision of a telecommunications service only in the limited circumstance described below in Section 7.1.2.

7.1.1 Except as otherwise provided herein, BellSouth shall not impose any restrictions on KMC Telecom regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.

7.1.2 Local Circuit Switching Capability, including Tandem Switching Capability

7.1.2.1 Definition

Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which

include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (C) All features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch; (D) switching provided by remote switching modules.

7.1.3 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for KMC Telecom when KMC Telecom serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

7.1.4 In the event that KMC Telecom orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more two (2) wire voice-grade loops from a BellSouth central office located in Density Zone 1, as determined by NECA Tariff No. 4 as in effect on January 1, 1999, of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA MSAs, BellSouth's sole recourse shall be to charge KMC Telecom a rate to be negotiated for use of the local circuit switching functionality for the affected facilities, or in the alternative, to charge KMC Telecom the local services resale rate for use of all Combinations used to provide the affected facilities to KMC Telecom.

7.1.5 A featureless port is one that has a line port, switching facilities, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by KMC Telecom. Any features that are not currently then capable at the time of the request, but are technically feasible through the switch can be requested through the BFR process.

7.1.6 BellSouth will provide to KMC Telecom customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform pursuant to Section 11 of Attachment 2; (iii) for KMC Telecom's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform

designated by KMC Telecom. KMC Telecom customers may use the same dialing arrangements as BellSouth customers.

7.1.7 Remote Switching Module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.

7.1.8 Switching Capability will also be capable of routing (1)local, intraLATA, interLATA, and calls to international customer's preferred carrier; (2)call features (e.g., call forwarding) and (3) Centrex capabilities.

7.1.9 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to KMC Telecom purchasing local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. KMC Telecom customers may use the same dialing arrangements as BellSouth customers, but obtain a KMC Telecom 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 Telcordia (formerly 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 this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by KMC Telecom will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.

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 a KMC Telecom customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to KMC Telecom'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;

7.2.1.10.4 Any other service required by law; and

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 Telcordia (formerly 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 Telcordia (formerly 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 KMC Telecom, upon a reasonable request from KMC Telecom. CLEC 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 KMC Telecom and BellSouth service applications.

BellSouth shall offer to KMC Telecom 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 KMC Telecom:

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

7.2.1.14.6.5 9XX Blocking and toll blocking

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

7.2.1.16 Where capacity exists, BellSouth shall assign each KMC Telecom customer line the class of services designated by KMC Telecom (e.g., using line class codes or

other switch specific provisioning methods) and shall route operator calls from KMC Telecom customers to KMC Telecom operators at KMC Telecom's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an KMC Telecom 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 Telcordia (formerly BellCore) GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;

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

7.2.1.17.3 Telcordia (formerly BellCore) TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;

7.2.1.17.4 Telcordia (formerly 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 Telcordia (formerly 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 Telcordia (formerly 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 Telcordia (formerly 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 KMC Telecom;

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

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

7.2.2.14. Packet Switching Capability

7.2.2.14.1 Definition

Packet Switching Capability. The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers, including but not limited to:

7.2.2.14.1.1 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);

7.2.2.14.1.2 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;

7.2.2.14.3 The ability to extract data units from the data channels on the loops, and

7.2.2.14.4 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

7.2.2.14.5 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:

7.2.2.14.5.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in

the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

7.2.2.14.5.2 There are no spare copper loops capable of supporting the xDSL services KMC Telecom seeks to offer;

7.2.2.14.5.3 BellSouth has not permitted KMC Telecom to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the KMC Telecom obtained a virtual collocation arrangement at these Sub-Loop interconnection points as defined by 47 C.F.R. § 51.319 (b); and

7.2.2.14.5.4 BellSouth has deployed packet switching capability for its own use.

7.2.2.14.5.5 If there is a dispute as to whether BellSouth must provide Packet Switching , such dispute will be resolved according to the dispute resolution process set forth in Section 15 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

8. Interoffice Transmission Facilities

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

8.1 Interoffice transmission facility network elements include:

1. Dedicated transport, defined as BellSouth's transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and KMC Telecom;

2. Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached multiplexing, aggregation or other electronics;

3. Shared transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network.

8.1.1 BellSouth shall:

1. Provide KMC Telecom exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;
2. Provide all technically feasible transmission facilities, features, functions, and capabilities that KMC Telecom could use to provide telecommunications services;
3. Permit, to the extent technically feasible, KMC Telecom to connect such interoffice facilities to equipment designated by KMC Telecom, including but not limited to, KMC Telecom's collocated facilities; and
4. Permit, to the extent technically feasible, KMC Telecom to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.

8.1.2 Provided that the facility is used to transport a significant amount of local exchange services, KMC Telecom shall be entitled to convert existing interoffice transmission facilities (i.e., special access) to the corresponding interoffice transport network element option.

8.2 Technical Requirements of Common (Shared) Transport

8.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.

8.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.

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

8.2.4 At a minimum, Common (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 kbps hierarchical levels;

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

8.2.4.23 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

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

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

8.2.4.26 Telcordia (formerly BellCore) TR-NWT-000776, Network Interface Description for ISDN Customer Access;

8.2.4.27 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

8.2.4.28 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

8.2.4.29 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

8.3 Dedicated Transport

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

8.3.1.1 As capacity on a shared facility.

8.3.1.2 As a circuit (e.g., DS0, DS1 or DS3) dedicated to KMC Telecom .

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

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

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

8.3.3 Unbundled Local Channel

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

8.3.3.2 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, these interim rates will be subject to true-up, and the Parties will amend the Agreement to reflect the new rates.

8.3.3.3 BellSouth currently offers Unbundled Local Channels for non-switched traffic at DS1 and DS3 levels at rates as set forth in Exhibit C to this Attachment.

8.3.4 Technical Requirements

This Section sets forth technical requirements for all Dedicated Transport.

8.3.4.1 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 KMC Telecom designated traffic.

8.3.4.2 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.

8.3.4.3 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.

8.3.4.4 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.

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

8.3.4.5.1 DS0 Equivalent;

8.3.4.5.2 DS1 (Extended SuperFrame - ESF and D4 channel bank shall be provided);

8.3.4.5.3 DS3 where applicable (M13 multiplexer shall be provided);

8.3.4.5.4 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.

8.3.4.6 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 KMC Telecom .

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

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

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

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

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

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

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

8.3.5.1.6 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

8.3.5.1.7 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

8.3.5.1.8 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);

8.3.5.1.9 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

8.3.5.1.10 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue 1 May 1989;

8.3.5.1.11 Telcordia (formerly 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:

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

9.2.1.2 Tandem Switching will provide screening as jointly agreed to by KMC Telecom and BellSouth;

9.2.1.3 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;

9.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by KMC Telecom;

9.2.1.5 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));

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

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

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

9.2.3 Tandem Switching shall provide local tandem 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).

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

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

9.2.6 Upon a reasonable request from KMC Telecom, 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 KMC Telecom.

9.2.7 BellSouth shall maintain KMC Telecom's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

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

9.2.9 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 KMC Telecom and BellSouth.

9.2.10 Tandem Switching shall process originating toll-free traffic received from KMC Telecom local switch.

9.2.11 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.

9.3 Interface Requirements

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

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

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

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

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

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

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

9.4.2 GR-905-CORE covering CCSNIS;

9.4.3 GR-1429-CORE for call management features; and

9.4.4 GR-2863-CORE and Telcordia (formerly BellCore) GR-2902-CORE covering CCS AIN interconnection

10. Combinations

10.1 For purposes of this Section, references to "Existing Combinations" of network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

10.2 EELs

10.2.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined in Section 10.3 below.

10.2.2 Subject to Section 10.2.3 below, BellSouth will provide access to the EEL in the combinations set forth in 10.3 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC to KMC Telecom's POP serving wire center. The circuit must be connected to KMC Telecom's switch for the purpose of provisioning telecommunications services, including but not limited to telephone exchange services, to KMC Telecom's end-user customers. Except as provided for in paragraph 22 of the FCC's Supplemental Order Clarification, released June 2, 2000, in CC Docket No. 96-98 ("June 2, 2000 Order"), the EEL will be connected to KMC Telecom's facilities in KMC Telecom's collocation space at the POP SWC. KMC Telecom may purchase BellSouth's access facilities between KMC Telecom's POP and KMC Telecom's collocation space at the POP SWC.

10.2.3 BellSouth shall provide EEL combinations to KMC Telecom in the state of Georgia regardless of whether or not such EELs constitute Existing Combinations so long as such combinations are ordinarily combined in BellSouth's network. In all other states, BellSouth shall make available to KMC Telecom those EEL combinations described in Section 10.3 below only to the extent such combinations are Existing Combinations.

10.2.4 BellSouth will make available EEL combinations to KMC Telecom in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, of the Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs, regardless of whether or not such EELs constitute Existing Combinations.

10.2.5 Additionally, BellSouth shall make available to KMC Telecom a combination of an unbundled loop and special access interoffice facilities. To the extent KMC Telecom will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. Where multiplexing functionality is required in connection with loop and

transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

10.3 EEL Combinations

10.3.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop

10.3.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

10.3.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop

10.3.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop

10.3.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop

10.3.6 DS1 Interoffice Channel + DS1 Local Loop

10.3.7 DS3 Interoffice Channel + DS3 Local Loop

10.3.8 STS-1 Interoffice Channel + STS-1 Local Loop

10.3.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

10.3.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop

10.3.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

10.3.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

10.3.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

10.3.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

10.4 Other Network Element Combinations

In the state of Georgia, BellSouth shall make available to KMC Telecom, at the rates set forth in Section 10.6 below: (1) Existing Combinations of network elements other than EELs; and (2) combinations of network elements other than EELs that are not Existing Combinations but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to KMC Telecom, at the rates set forth in Section 10.6 below, combinations of network

elements other than EELs only to the extent such combinations are Existing Combinations.

10.5 Special Access Service Conversions

10.5.1 KMC Telecom may not convert special access services to combinations of loop and transport network elements, whether or not KMC Telecom self-provides its entrance facilities (or obtains entrance facilities from a third party), unless KMC Telecom uses the combination to provide a "significant amount of local exchange service" (as described in Section 10.5.2 below), in addition to exchange access service, to a particular customer.

10.5.2 For the purpose of special access conversions, a "significant amount of local exchange service" is as defined in the FCC's Supplemental Order Clarification, released June 2, 2000, in CC Docket No. 96-98 ("June 2, 2000 Order"). The Parties agree to incorporate by reference paragraph 22 of the June 2, 2000 Order. When KMC Telecom requests conversion of special access circuits, KMC Telecom will self-certify to BellSouth in the manner specified in paragraph 29 of the June 2, 2000 Order that the circuits to be converted qualify for conversion. In addition there may be extraordinary circumstances where KMC Telecom is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in paragraph 22 of June 2, 2000 Order. In such case, KMC Telecom may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon KMC Telecom's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

10.5.3 Upon request for conversions of up to 15 circuits from special access to EELs, BellSouth shall perform such conversions within seven (7) days from BellSouth's receipt of a valid, error free service order from KMC Telecom. Requests for conversions of fifteen (15) or more circuits from special access to EELs will be provisioned on a project basis. Conversions should not require the special access circuit to be disconnected and reconnected because only the billing information or other administrative information associated with the circuit will change when KMC Telecom requests a conversion. The Access Service Request process will be used for conversion requests.

10.5.4 BellSouth may, at its sole expense, and upon thirty (30) days notice to KMC Telecom, audit KMC Telecoms records not more than one in any twelve month period, unless an audit finds non-compliance with the local usage options referenced in the June 2, 2000 Order, in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. If, based on its audits, BellSouth concludes that KMC Telecom is not providing a significant

amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in this Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from KMC Telecom.

10.6 Rates

10.6.1 Georgia

10.6.1.1 The non-recurring and recurring rates for the EEL combinations set forth in 10.3, whether or not such EELs are Existing Combinations, are as set forth in Exhibit A of this Attachment.

10.6.1.2 On an interim basis, for combinations of loop and transport network elements not set forth in Section 10.3, where the elements are not Existing Combinations but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.

10.6.1.3 To the extent that KMC Telecom seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, KMC Telecom, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.

10.6.2 All Other States

10.6.2.1 Subject to Section 10.2.3 and 10.4 preceding, for all other states, the non-recurring and recurring rates for the Existing Combinations of EELs set forth in Section 10.3 and other Existing Combinations of network elements will be the sum of the recurring rates for the individual network elements plus an appropriate cost-based records change charge unless otherwise negotiated by the parties.

10.6.2.2 The non-recurring and recurring rates for EELs made available pursuant to Section 10.2.4 above will be the sum of the nonrecurring and recurring rates for the individual network elements, unless otherwise established by the Commission.

10.7 Port/Loop Combinations

10.7.1 Except as specified in Sections 10.7.1.1 and 10.7.1.2 below, at KMC Telecom's request, BellSouth shall provide access to Existing Combinations of port and loop

network elements, as set forth in Section 10.7.4 below. Such port and loop combinations will provide local exchange service for the origination and termination of calls.

10.7.1.1 BellSouth shall not provide access to combinations of port and loop network elements in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.

10.7.1.2 In accordance with effective and applicable FCC rules, BellSouth shall not provide unbundled access to circuit switching in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, of the Atlanta, Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs to KMC Telecom if KMC Telecom's customer has 4 or more DS0 equivalent lines.

10.7.2 In Georgia, BellSouth shall provide combinations of port and loop network elements to KMC Telecom to the extent such elements are ordinarily combined in BellSouth's network, regardless of whether or not such combinations are Existing Combinations, except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 10.7.1.2 above. In all other states, and subject to Sections 10.7.1.1 and 10.7.1.2 above, BellSouth shall provide combinations of port and loop network elements to KMC Telecom only to the extent such elements constitute Existing Combinations.

10.7.3 Rates for Combinations of Loop and Port Network Elements

10.7.3.1 Rates for combinations of loop and port network elements, as set forth in Section 10.7.4, are provided in Exhibit A of this Attachment. Subject to Sections 10.7.1.1 and 10.7.1.2 above, to the extent KMC Telecom seeks to obtain other Existing Combinations of ports and loops that are not listed in Section 10.7.4, or in the state of Georgia, to the extent KMC Telecom seeks to obtain other port and loop combinations that are not Existing Combinations but that are ordinarily combined in BellSouth's network, the rate for such combinations shall be the sum of the recurring rates for the individual network elements plus an appropriate cost-based records change charge.

10.7.3.2 Rates for Circuit Switching

10.7.3.2.1 Rates for circuit switching, where BellSouth is not required, pursuant to Sections 10.7.1.1 and 10.7.1.2, to provide unbundled access to circuit switching, are as set forth in Exhibit A of this Attachment.

10.7.4 Port/Loop Combination Offerings

10.7.4.1 2-wire voice grade port, voice grade loop, virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem

trunk port.

10.7.4.2 2-wire voice grade DID port, voice grade loop, virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.7.4.3 2-wire CENTREX port, voice grade loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.7.4.4. 2-wire ISDN Basic Rate Interface, voice grade loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.7.4.5 2-wire ISDN Primary Rate Interface, DS1 loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.7.4.6 4-wire DS1 Trunk port, DS1 Loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

11. 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.

11.1 Definition

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

11.2 Operator Service

11.2.1 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 end user has dialed the called number

(for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

11.2.2 Requirements

11.2.2.1 When KMC Telecom requests BellSouth to provide Operator Services, the following requirements apply:

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

11.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

11.2.2.1.3 BellSouth shall complete calls that are billed to KMC Telecom end user's calling card that can be validated by BellSouth.

11.2.2.1.4 BellSouth shall complete person-to-person calls.

11.2.2.1.5 BellSouth shall complete collect calls.

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

11.2.2.1.7 BellSouth shall complete station-to-station calls.

11.2.2.1.8 BellSouth shall process emergency calls.

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

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

11.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

11.2.2.2 BellSouth shall adhere to equal access requirements, providing KMC Telecom local end users the same IXC access as provided to BellSouth end users.

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

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

11.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by KMC Telecom.

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

11.2.3 Interface Requirements

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

11.3 Directory Assistance Service

11.3.1 Definition

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

11.3.2 Requirements

11.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by KMC Telecom's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. In providing call completion service, and at such time as functionality is available in the BellSouth network, BellSouth shall route the call to KMC Telecom's network for call completion. Rates for such functionality shall be established at the time such functionality becomes available. If not available, KMC Telecom may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

11.3.2.2 Directory Assistance Service Updates

11.3.2.2.1 BellSouth shall update end user listings changes daily. These changes include:

11.3.2.2.1.1 New end user connections: BellSouth will provide service to KMC Telecom that is equal to the service it provides to itself and its end users;

11.3.2.2.1.2 End user disconnections: BellSouth will provide service to KMC Telecom that is equal to the service it provides to itself and its end users; and

11.3.2.2.1.3 End user address changes: BellSouth will provide service to KMC Telecom that is equal to the service it provides to itself and its end users;

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

11.4 Branding for Operator Call Processing and Directory Assistance

11.4.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to KMC Telecom 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 KMC Telecom to have its calls custom branded with KMC Telecom 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.

11.4.2 BellSouth offers four service levels of branding to KMC Telecom when ordering Directory Assistance and/or Operator Call Processing.

11.4.2.1 Service Level 1 - BellSouth Branding

11.4.2.2 Service Level 2 - Unbranded

11.4.2.3 Service Level 3 - Custom Branding

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

11.4.3 For Resellers and Use with an Unbundled Port

11.4.3.1 BellSouth Branding is the Default Service Level.

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

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

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

11.4.4 For Facilities Based Carriers

11.4.4.1 All Service Levels require KMC Telecom 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.

11.4.4.2 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 KMC Telecom 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).

11.4.4.3 BellSouth will provide to KMC Telecom purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. KMC Telecom end users may use the same dialing arrangements as BellSouth end users, but obtain a KMC Telecom branded service.

11.5 Directory Assistance Database Service (DADS)

11.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to KMC Telecom 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)). KMC Telecom 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, KMC Telecom agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, KMC Telecom authorizes the inclusion of KMC Telecom Subscriber listings in the BellSouth Directory Assistance products.

11.5.2 BellSouth shall provide KMC Telecom initially with a base file of subscriber listings which reflect all listing change activity occurring since KMC Telecom's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by KMC

Telecom and BellSouth. KMC Telecom agrees to assume the costs associated with CONNECT: Direct ™ connectivity, which will vary depending upon volume and mileage.

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

11.5.4 BellSouth is authorized to include KMC Telecom Subscriber List Information in its Directory Assistance Database Service (DADS) and its Directory Publishers Database Service (DPDS). Any other use by BellSouth of KMC Telecom 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 KMC Telecom.

11.5.5 Rates for DADS are as set forth in this Attachment.

11.6 Direct Access to Directory Assistance Service

11.6.1 Direct Access to Directory Assistance Service (DADAS) will provide KMC Telecom'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 KMC Telecom to utilize its own switch, operator workstations and optional audio subsystems.

11.6.2 BellSouth will provide DADAS from its DA location. KMC Telecom will access the DADAS system via a telephone company provided point of availability. KMC Telecom 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.

11.6.3 A specified interface to each KMC Telecom subsystem will be provided by BellSouth. Interconnection between KMC Telecom system and a specified BellSouth location will be pursuant to the use of KMC Telecom owned or KMC Telecom leased facilities and shall be appropriate sized based upon the volume of queries being generated by KMC Telecom.

11.6.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:

11.6.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification

11.6.4.2 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

11.6.4.3 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

11.6.5 Rates for DADAS are as set forth in this Attachment.

12. Signaling

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

12.1 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.

12.2 Technical Requirements

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

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

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

12.2.2.2 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 Local Exchange Carriers (CLECs)).

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

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

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

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

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

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

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

12.2.5.1 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

12.2.5.2 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).

12.3 Interface Requirements

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

13. Signaling Transfer Points (STPs)

13.1 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

13.2 Technical Requirements

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

13.2.1.1 BellSouth Local Switching or Tandem Switching;

13.2.1.2 BellSouth Service Control Points/DataBases;

132.2.1.3 Third-party local or tandem switching;

13.2.1.4 Third-party-provided STPs.

13.2.2 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.

13.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an KMC Telecom 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 KMC Telecom 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.

13.2.4 STPs shall provide all functions of the MTP as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. This includes:

13.2.4.1 Signaling Data Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements,

13.2.4.2 Signaling Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements, and

13.2.4.3 Signaling Network Management functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements.

13.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a KMC Telecom or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a

KMC Telecom database, then KMC Telecom agrees to provide BellSouth with the Destination Point Code for the KMC Telecom database.

13.2.6 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:

13.2.6.1 MTP Routing Verification Test (MRVT) and

13.2.6.2 SCCP Routing Verification Test (SRVT).

13.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is a KMC Telecom 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 KMC Telecom and BellSouth.

13.2.8 STPs shall be on parity with BellSouth.

13.2.9 SS7 Advanced Intelligent Network (AIN) Access

13.2.9.1 When technically feasible and upon request by KMC Telecom, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the KMC Telecom SS7 network to exchange TCAP queries and responses with a KMC Telecom SCP.

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

13.3 Interface Requirements

13.3.1 BellSouth shall provide the following STPs options to connect KMC Telecom or KMC Telecom-designated local switching systems or STPs to BellSouth SS7 network:

13.3.1.1 An A-link interface from KMC Telecom local switching systems; and,

13.3.1.2 A B-link interface from KMC Telecom local STPs.

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

13.3.3 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 KMC Telecom local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and KMC Telecom will work jointly to establish mutually acceptable SPOIs.

13.3.4 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 KMC Telecom will work jointly to establish mutually acceptable SPOIs.

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

13.3.5.1 Telcordia (formerly 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);

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

13.3.6 Message Screening

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

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

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

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

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

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

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

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

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

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

13.4.7 Telcordia (formerly 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

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

14. Service Control Points/DataBases

14.1 Definition

14.1.1 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.

14.1.2 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.

14.2 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 KMC Telecom in accordance with the following requirements.

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

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

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

14.2.4 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.

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

14.3 Local Number Portability Database

14.3.1 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.

14.4 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.

14.4.1 Definition

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

14.4.2 Technical Requirements

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

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

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

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

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

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

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

14.4.2.7 BellSouth shall provide priority updates to LIDB for KMC Telecom data upon KMC Telecom'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.

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

14.4.2.9 BellSouth shall perform backup and recovery of all of KMC Telecom'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.

14.4.2.10 BellSouth shall provide KMC Telecom with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between KMC Telecom and BellSouth.

14.4.2.11 BellSouth shall prevent any access to or use of KMC Telecom 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 KMC Telecom in writing.

14.4.2.12 BellSouth shall provide KMC Telecom 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 KMC Telecom at least at parity with BellSouth Customer Data. BellSouth shall obtain from KMC Telecom the screening information associated with LIDB Data Screening of KMC Telecom 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 KMC Telecom under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions".

14.4.2.13 BellSouth shall accept queries to LIDB associated with KMC Telecom customer records, and shall return responses in accordance with industry standards.

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

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

14.4.3 Interface Requirements

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

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

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

14.4.3.3 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.

14.5 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:

14.5.1 Technical Requirements

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

14.5.1.2 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.

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

14.5.1.3.1 Network Management;

14.5.1.3.2 Customer Sample Collection; and

14.5.1.3.3 Service Maintenance

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

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

14.6.1 Technical Requirements

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

14.6.1.2 The ALI/DMS database shall contain the following end user information:

14.6.1.2.1 Name;

14.6.1.2.2 Address;

14.6.1.2.3 Telephone number; and

14.6.1.2.4 Other information as appropriate (e.g., whether a end user is blind or deaf or has another disability).

14.6.1.3 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 KMC Telecom requests otherwise and shall be updated if KMC Telecom requests, provided KMC Telecom supplies BellSouth with the updates.

14.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

14.6.1.5 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.

14.6.2 Interface Requirements

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

14.7 Directory Assistance Database

BellSouth shall make its directory assistance database available to KMC Telecom in order to allow KMC Telecom to provide its end users with the same directory assistance telecommunications services BellSouth provides to BellSouth end users. BellSouth shall provide KMC Telecom 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 KMC Telecom and BellSouth of end user address and number changes. Directory Assistance Services must provide both the ported and KMC Telecom telephone numbers to the extent available in BellSouth's database assigned to a end user. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

14.8 Calling Name (CNAM) Database Service

The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. KMC Telecom must provide to its account manager a written request with a requested activation date to activate this service. If KMC Telecom is interested in requesting CNAM with volume and term pricing, KMC Telecom must contact its account manager to request a separate CNAM volume and term Agreement.

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

14.9.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Telcordia (formerly BellCore), December 199);

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

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

14.9.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Telcordia (formerly BellCore), October 1995) (Replaces TR-NWT-001149);

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

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

14.9.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Telcordia (formerly BellCore), April 1994).

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

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

14.10.2 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 KMC Telecom. Scheduling procedures shall provide KMC Telecom equivalent priority to these resources

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

14.10.4 When KMC Telecom selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable KMC Telecom 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.

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

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

15. Dark Fiber

15.1 Definition

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

15.2 Requirements

15.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two-year planning period, there is no requirement to provide said fiber to KMC Telecom.

15.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at KMC Telecom's request subject to time and materials charges.

BellSouth shall use its best efforts to provide to KMC Telecom information regarding the location, availability and performance parameters of Dark Fiber within ten (10) business days, after receiving a request from KMC Telecom ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").

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

16. SS7 Network Interconnection

16.1 Definition

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

16.2 Technical Requirements

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

16.2.1.1 BellSouth local or tandem switching systems;

16.2.1.2 BellSouth DBs; and

16.2.1.3 Other third-party local or tandem switching systems.

16.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and KMC Telecom 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 KMC Telecom 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 KMC Telecom local STPs and BellSouth or other third-party local switch.

16.2.3 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).

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

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

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

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

16.2.5 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 a KMC Telecom local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of KMC Telecom local STPs, and shall not include SCCP Subsystem Management of the destination.

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

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

16.2.8 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.

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

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

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

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

16.3 Interface Requirements

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

16.3.1.1 A-link interface from KMC Telecom local or tandem switching systems; and

16.3.1.2 B-link interface from KMC Telecom STPs.

16.3.2 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 KMC Telecom local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and KMC Telecom will work jointly to establish mutually acceptable SPOI.

16.3.3 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 KMC Telecom will work jointly to establish mutually acceptable SPOI.

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

16.3.4.1 Telcordia (formerly 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);

16.3.4.2 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

16.3.4.3 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and

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

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

16.4 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:

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

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

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

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

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

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

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

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

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

16.4.10 Telcordia (formerly 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);

16.4.11 Telcordia (formerly BellCore) GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;

16.4.12 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

16.4.13 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,

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

17. Basic 911 and E911

If KMC Telecom orders network elements and other services, then KMC Telecom is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

17.1 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).

17.2 Requirements

17.2.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to KMC Telecom 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. KMC Telecom will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. KMC Telecom will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, KMC Telecom will be required to discontinue the Basic 911 procedures and being using E911 procedures.

17.2.2 E911 Service Provisioning. For E911 service, KMC Telecom will be required to install a minimum of two dedicated trunks originating from the KMC Telecom 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. KMC Telecom will be required to provide BellSouth daily updates to the E911 database. KMC Telecom 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, KMC Telecom 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. KMC Telecom 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.

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

17.2.4 Basic 911 and E911 functions provided to KMC Telecom shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and KMC Telecom to follow in providing 911/E911 services.

18. Rates

18.1. General

The prices that KMC Telecom shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. It is the intent of the parties that where applicable state commissions have approved rates for network elements and other services set forth in this Agreement as of the date hereof, such rates have been included in Exhibit C.

18.2. Operational Support Systems (OSS)

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

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

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

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

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

Denial/Restoral OSS Charge

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

Cancellation OSS Charge

KMC Telecom will incur an OSS charge for an accepted LSR that is later canceled by KMC Telecom.

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

Network Elements and Other Services Manual Additive

The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the

interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR.

18.3 True-up

This section applies only to Tennessee and other interim rates listed in this attachment.

The interim prices for Network Elements and Other Services and Local Interconnection 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 network element and other services prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

EXHIBIT A

LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST 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 Local Exchange Carrier, 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. BST 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 BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the Local Exchange Company of fraud alerts so that the Local Exchange Company may take action it deems appropriate. Local Exchange Company understands and agrees BST will

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

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

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

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

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

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

II. TERM

This Agreement will be effective as of June 30, 2000 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. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

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

Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

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

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

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

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 KMC Telecom of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such KMC Telecom.

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 June 30, 2000, between BellSouth Telecommunications, Inc. ("BST"), and TriVergent Communications, Inc. ("Local Exchange Company"), effective the 30th day of June, 2000.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST 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 the Local Exchange Company 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 the Local Exchange Company.

C. Special billing number - a ten digit number that identifies a billing account established by the Local Exchange Company.

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

E. PIN number - a four digit security code assigned by the Local Exchange Company which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

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 BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. The Local Exchange Company will provide its billing number information to BST's LIDB each business day by a method that has been mutually agreed upon by both Parties.

B. BST will store in its LIDB the billing number information provided by the Local Exchange Company. Under normal operating conditions, BST shall include the Local Exchange Company's billing number information in its LIDB no later than two business days following BST's receipt of such billing number information, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the Local Exchange Company's working telephone numbers.

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

D. BST is authorized to use the billing number information provided by the Local Exchange Company 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 the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.

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

E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, 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 KMC Telecom 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 the KMC Telecom access to the BellSouth CNAM SCP for query or record storage purposes.

2.02 KMC Telecom 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 KMC Telecom's access to BellSouth's CNAM Database Services and shall be addressed to KMC Telecom's Account Manager.

3.00 PHYSICAL CONNECTION AND COMPENSATION

3.01 BellSouth's provision of CNAM Database Services to KMC Telecom requires interconnection from KMC Telecom to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement . The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.

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

3.03 If KMC Telecom elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that KMC Telecom desires to query.

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

4.00 CNAM RECORD INITIAL LOAD AND UPDATES

4.01 The mechanism to be used by KMC Telecom for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by KMC Telecom in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of KMC Telecom 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 KMC Telecom 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/KMC TelecomRATES
NETWORK ELEMENTS
AND OTHER SERVICES

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	$1 01	$1.13	NA
NRC - 1st	UNDAX	$1 44	NA	$2 10	NA	$2.02	$2.84	$1 42	$1 36	NA
NRC - Add'l	UNDAX	$1 44	NA	$2 10	NA	$2 02	$2 84	$1.42	$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	$26.94	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	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	$1 14	$1.25	NA
NRC - 1st	UNDAX	$1 44	NA	$2.10	NA	$2 02	$2.84	$1.42	$1 35	NA
NRC - Add'l	UNDAX	$1.44	NA	$2 10	NA	$2 02	$2 84	$1 42	$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	$26 94	$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8 06	$11.34	$12 76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	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	$1.01	$1 13	NA
NRC - 1st	UNDAX	$1 44	NA	$2 10	NA	$2.02	$2 84	$1.42	$1.36	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	$1.42	$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	$26.94	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8 06	$11.34	$12 76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	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	$1.01	$1.13	NA
NRC - 1st	UNDAX	$1 44	NA	$2.10	NA	$2.02	$2.84	$1.42	$1.36	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	$1.42	$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	$26.94	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect -1st	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	$1.01	$1 13	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	$1.42	$1.36	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	$1.42	$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	$26.94	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12 76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect -1st	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	$1.14	$1.25	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	$1.42	$1.35	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	$1 42	$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	$26.94	$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA

BELLSOUTH/KMC TelecomRATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	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	$1.14	$1.25	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	$1.42	$1.35	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	$1.42	$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	$26.94	$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	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	$1.14	$1.25	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	$1.42	$1.35	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	$1.42	$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	$26.94	$44.06	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NID per 2-Wire Unbundled Copper Loop, per month	UNDAX	$1.55	$1.55	$1.55	$1.55	$1.55	$1.55	$1.55	$1.55	$1.55
NRC - 1st	UNDAX	$5.60	$5.60	$5.60	$5.60	$5.60	$5.60	$5.60	$5.60	$5.60
NRC - Add'l	UNDAX	$5.60	$5.60	$5.60	$5.60	$5.60	$5.60	$5.60	$5.60	$5.60
NRC - Disconnect Charge - 1st	UNDAX	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Svc. Ord - 1st	SOMAN	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00
NRC - Incremental Charge - Manual Svc. Ord - Add'l	SOMAN	$21.00	$21.00	$21.00	$21.00	$21.00	$21.00	$21.00	$21.00	$21.00
NRC - Incremental Charge - Manual Svc. Ord - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	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										

BELLSOUTH/KMC TelecomRATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-Wire Analog VG Loop										
RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	$16.71	NA	$18 00
RC - Zone 1, per month (Note 2)	TBD	NA	$13 75	NA	NA	NA	NA	TBD	NA	$15.54
RC - Zone 2, per month (Note 2)	TBD	NA	$20.13	NA	NA	NA	NA	TBD	NA	$19.55
RC - Zone 3, per month (Note 2)	TBD	NA	$44.40	NA	NA	NA	NA	TBD	NA	$28.02
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UEAL2	NA	$140 00	NA	NA	NA	NA	$86.50	NA	$58 50
NRC - Add l	UEAL2	NA	$42.00	NA	NA	NA	NA	$27 80	NA	$31.00
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	$55.00	NA	NA	NA	NA	$55 00	NA	$55 00
2-Wire Analog VG Loop-SL1										
RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	$15.88	NA	NA
RC - Zone 1, per month (Note 2)	TBD	$15.24	$13.75	$14.21	$14 79	$14 96	$15.58	TBD	$18.48	$15.92
RC - Zone 2, per month (Note 2)	TBD	$24.75	$20.13	$16 41	$27.68	$25.69	$20.65	TBD	$27.87	$20.79
RC - Zone 3, per month (Note 2)	TBD	$44.85	$44 40	$26.08	$47.78	$52.47	$29.51	TBD	$36.91	$27.18
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$38.94	NA	NA	NA
NRC - 1st	UEAL2	$59.03	$80.00	$42.54	NA	$40.69	$59 25	$57 99	$70.44	$78 93
NRC - Add'l	UEAL2	$43.14	$55.00	$31.33	NA	$29.96	$43.67	$42.37	$44.05	$50.98
NRC - Disconnect Charge - 1st	UEAL2	$15 21	NA	NA	NA	$16.48	$16 35	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAL2	$3.22	NA	NA	NA	$3.36	$4.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26 94	$44 22	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12 76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11 41	$16 06	NA	NA	NA
NRC - Manual Order Coordination - 1st	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Order Coordination - addl	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Loop Make-Up	UEANM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2-Wire Analog VG Loop-SL2 w/loop or ground start signaling										
RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	$19.50	NA	NA
RC - Zone 1, per month (Note 2)	TBD	$17.95	$13.75	$16 84	$17.27	$17.65	$18.35	TBD	$21.57	$15 92
RC - Zone 2, per month (Note 2)	TBD	$29.16	$20 13	$19.45	$32.32	$30.32	$24.33	TBD	$32.53	$20 79
RC - Zone 3, per month (Note 2)	TBD	$52.84	$44.40	$30.92	$55.78	$61 93	$34 77	TBD	$43.08	$27.18
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$45 88	NA	NA	NA
NRC - 1st	UEAL2	$145.46	$140.00	$104.17	NA	$99.69	$144.01	$142.97	$178.12	$192.97
NRC - Add'l	UEAL2	$108 40	$42 00	$78.10	NA	$74.73	$107.70	$106 56	$128.80	$140.72
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	$26 94	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12 76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11 41	$26.95	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55 00	$34.22	NA	$32.77	$45.27	$45.34	$45.43	$55.00
2-Wire Analog VG Loop-SL2 w/ reverse battery signaling										
RC - Statewide, per month	UEAR2	NA	NA	NA	NA	NA	NA	$19.50	NA	NA
RC - Zone 1, per month (Note 2)	TBD	$17.95	$13 75	$16.84	$17.27	$17 65	$18.35	TBD	$21.57	$15.92
RC - Zone 2, per month (Note 2)	TBD	$29.16	$20 13	$19 45	$32.32	$30.32	$24.33	TBD	$32.53	$20 79
RC - Zone 3, per month (Note 2)	TBD	$52.84	$44 40	$30.92	$55 78	$61.93	$34.77	TBD	$43.08	$27 18
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$45.88	NA	NA	NA
NRC - 1st	UEAR2	$145.46	$140.00	$104.17	NA	$99.69	$144.01	$142.97	$178.12	$192.97
NRC - Add l	UEAR2	$108.40	$42 00	$78.10	NA	$74 73	$107.70	$106.56	$128 80	$140.72
NRC - Disconnect Charge - 1st	UEAR2	$40.31	NA	NA	NA	$28 73	$40.98	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAR2	$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	$29 64	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA

BELLSOUTH/KMC TelecomRATES
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DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11 41	$26 95	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOCL	$45.99	$55 00	$34 22	NA	$32 77	$46.27	$45.34	$45.43	$55.00
2-Wire Analog VG Loop (Standard)										
RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$14 79	NA	NA	NA	NA	NA
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$27.68	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$47 78	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	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 (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
2-Wire Analog VG Loop (Customized), w/ loop or ground start signaling										
RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$17.27	NA	NA	NA	NA	NA
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$32 32	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$55 78	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	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 (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
2-Wire Analog VG Loop (Customized), w/ reverse battery signaling										
RC - Statewide, per month	UEAR2	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$17.27	NA	NA	NA	NA	NA
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$32.32	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$55 78	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UEAR2	NA	NA	NA	$236 75	NA	NA	NA	NA	NA
NRC - Add'l	UEAR2	NA	NA	NA	$177.10	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
4-Wire Analog VG Loop										
RC - Statewide, per month	UEAL4	NA	NA	NA	NA	NA	NA	$27.49	NA	NA
RC - Zone 1, per month (Note 2)	TBD	$24 01	$24 26	$22.26	NA	$24 36	$22.38	TBD	$29.47	$15.92
RC - Zone 2, per month (Note 2)	TBD	$39 00	$35 51	$25 70	NA	$41 85	$29 67	TBD	$44.44	$20 79
RC - Zone 3, per month (Note 2)	TBD	$70 67	$78 35	$40 85	NA	$85.47	$42.40	TBD	$58.85	$27.18
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$55.96	NA	NA	NA
NRC - 1st	UEAL4	$293.70	$141.00	$206.95	NA	$198 10	$289.06	$288.47	$383.39	$58.50
NRC - Add l	UEAL4	$241.76	$43.00	$170 57	NA	$163.26	$238.19	$237 45	$286.77	$31.00
NRC - Disconnect Charge - 1st	UEAL4	$108.96	NA	NA	NA	$74.27	$108.14	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAL4	$67.01	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	$26 94	$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12 97	NA	$8.42	NA	$8.06	$11.34	$12 76	$13.55	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 - Order Coordination - Time Specific (per LSR)	OCOSL	$45 99	$55 00	$34.22	NA	$32 77	$46.27	$45.34	$45 43	$55.00
4-Wire Analog VG Loop (Standard)										
RC - Statewide, per month	UEAL4	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$20 92	NA	NA	NA	NA	NA
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$39.14	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$67.56	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UEAL4	NA	NA	NA	$457.14	NA	NA	NA	NA	NA

BELLSOUTH/KMC TelecomRATES
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DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Add'l	UEAL4	NA	NA	NA	$348.83	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55 00	NA	NA	NA	NA	NA
2-Wire ISDN Digital Grade Loop										
RC - Statewide, per month	U1L2X	NA	NA	NA	NA	NA	NA	$24.98	NA	NA
RC - Zone 1, per month (Note 2)	TBD	$23.23	$32 34	$21.89	$23 66	$21 15	$21.86	TBD	$26 68	$15 92
RC - Zone 2, per month (Note 2)	TBD	$37.74	$47.35	$25.27	$44.28	$36.22	$28.97	TBD	$40.24	$20.79
RC - Zone 3, per month (Note 2)	TBD	$68.38	$104 47	$40.17	$76.42	$74.19	$41.40	TBD	$53.29	$27.18
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$54 64	NA	NA	NA
NRC - 1st	U1L2X	$331.85	$306.00	$233 38	NA	$223 27	$326.38	$325 91	$423.04	$58 50
NRC - Add'l	U1L2X	$255.87	$283 00	$180 35	NA	$172 63	$252 00	$251.31	$301 75	$31 00
NRC - Disconnect Charge - 1st	U1L2X	$108.95	NA	NA	NA	$74 27	$108.14	NA	NA	NA
NRC - Disconnect Charge - Add'l	U1L2X	$67.01	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	$26 94	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12 97	NA	$8.42	NA	$8 06	$11 34	$12 76	$13.55	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 - Order Coordination - Time Specific (per LSR)	OCOSL	$45 99	$55.00	$34.22	$55 00	$32.77	$45 27	$45 34	$45.43	$55 00
2-Wire ISDN Digital Grade Loop (Standard)										
RC - Statewide, per month	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$23.66	NA	NA	NA	NA	NA
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$44.28	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$76 42	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	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 (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop										
RC - Statewide, per month	UAL2X	NA	NA	NA	NA	NA	NA	$14 60	NA	$18 46
RC - Zone 1, per month (Note 2)	TBD	$12 09	$12.78	$11.23	NA	$11 90	$10.87	TBD	$17.10	$15 93
RC - Zone 2, per month (Note 2)	TBD	$19.64	$18.72	$12.97	NA	$20.43	$14.40	TBD	$25.79	$20.05
RC - Zone 3, per month (Note 2)	TBD	$35.59	$41.29	$20 62	NA	$41.73	$20.58	TBD	$34.15	$28.74
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$27.16	NA	NA	NA
NRC - 1st	UAL2X	$514.21	$113.85	$359.73	NA	$343.13	$504 82	$504.90	$600.61	$640 79
NRC - Add'l	UAL2X	$464.58	$99 61	$325.15	NA	$310 03	$456 24	$456.17	$507.33	$541.94
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	$26.94	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8 42	NA	$8.06	$11 34	$12.76	$13.55	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 - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55 00	$34.22	NA	$32.77	$45 27	$45 34	$45.43	$55 00
2-Wire ADSL Loop (Standard)										
RC - Statewide, per month	UAL2X	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$8.79	NA	NA	NA	NA	NA
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$16.46	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$28.40	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	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 (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop										
RC - Statewide, per month	UHL2X	NA	NA	NA	NA	NA	NA	$11 98	NA	$13.46
RC - Zone 1, per month (Note 2)	TBD	$9.41	$9 60	$7.88	$6.29	$8.97	$8.50	TBD	$12.21	$11.62
RC - Zone 2, per month (Note 2)	TBD	$15 29	$14 35	$9.09	$11.78	$15.41	$11.26	TBD	$18.41	$14.62

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DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
RC - Zone 3, per month (Note 2)	TBD	$27.70	$31.65	$14.46	$20.33	$31 48	$16 10	TBD	$24.39	$20 96
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$21.25	NA	NA	NA
NRC - 1st	UHL2X	$514 21	$113 85	$359.73	NA	$343 13	$504.82	$504.90	$600.61	$640.79
NRC - Add'l	UHL2X	$464.58	$99.61	$325.15	NA	$310 03	$456.24	$456.17	$507.33	$541 94
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	$26.94	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	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 - Order Coordination - Time Specific (per LSR)	OCOSL	$45 99	$55 00	$34 22	NA	$32.77	$45 27	$45.34	$45.43	$55.00
2-Wire HDSL Loop (Standard)										
RC - Statewide, per month	UHL2X	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$6.29	NA	NA	NA	NA	NA
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$11 78	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$20.33	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	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 (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop										
RC - Statewide, per month	UHL4X	NA	NA	NA	NA	NA	NA	$13 97	NA	$17.91
RC - Zone 1, per month (Note 2)	TBD	$11.52	$14 75	$10 39	NA	$12.97	$10.36	TBD	$16.21	$15.46
RC - Zone 2, per month (Note 2)	TBD	$18.71	$21.59	$12.00	NA	$21 76	$13 73	TBD	$24 45	$19 46
RC - Zone 3, per month (Note 2)	TBD	$33.90	$47 64	$19.07	NA	$44 44	$19.62	TBD	$32.38	$27 88
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$25 90	NA	NA	NA
NRC - 1st	UHL4X	$541.13	$116 91	$378.86	NA	$361 45	$531 21	$531.35	$625.11	$666.70
NRC - Add'l	UHL4X	$491.50	$101.71	$344.28	NA	$328.35	$482.63	$482.62	$532.78	$568 86
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	$26 94	$44 06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12 76	$13.55	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 - Order Coordination - Time Specific (per LSR)	OCOSL	$45 99	$55 00	$34 22	NA	$32 77	$45.27	$45.34	$45 43	$55.00
4-Wire HDSL Loop (Standard)										
RC - Statewide, per month	UHL4X	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	TBD	NA	NA	NA	$7.68	NA	NA	NA	NA	NA
RC - Zone 2, per month (Note 2)	TBD	NA	NA	NA	$14 38	NA	NA	NA	NA	NA
RC - Zone 3, per month (Note 2)	TBD	NA	NA	NA	$24.82	NA	NA	NA	NA	NA
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	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 (per LSR)	OCOSL	NA	NA	NA	$55 00	NA	NA	NA	NA	NA
4-Wire DS1 Digital Loop										
RC - Statewide, per month	USLXX	NA	NA	NA	NA	NA	NA	$62.78	NA	NA
RC - Zone 1, per month (Note 2)	TBD	$51.74	$64 69	$55.53	$50.26	$56.32	$50.99	TBD	$59.61	$57 73
RC - Zone 2, per month (Note 2)	TBD	$84.05	$94.71	$64.13	$94.06	$96.73	$67.58	TBD	$89.90	$75 40
RC - Zone 3, per month (Note 2)	TBD	$152.29	$208 93	$101 93	$162.34	$197 57	$96.58	TBD	$119.06	$98 59
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$127.47	NA	NA	NA
NRC - 1st	USLXX	$610.13	$540 00	$429.98	$849 80	$410 38	$599 09	$714.84	$715 77	$313.08
NRC - Add l	USLXX	$380.26	$465.00	$268.18	$523.27	$255.48	$373.90	$421.47	$421.50	$219 72
NRC - Disconnect Charge - 1st	USLXX	$134.77	NA	NA	NA	$92 35	$133.53	NA	NA	$96 86
NRC - Disconnect Charge - Add'l	USLXX	$55 97	NA	NA	NA	$38 44	$56 25	NA	NA	$40.45

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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	$42 19	$43.77	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8 06	$11.34	$12.76	$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 (per LSR)	OCOSL	$49 18	$55 00	$34.52	$55 00	$33.05	$48 17	$48 31	$48.47	$34.59
4-Wire 56 Kbps Dig Grade Loop										
RC - Statewide, per month	UDL56	NA	NA	NA	NA	NA	NA	$32.87	NA	$42 23
RC - Zone 1, per month (Note 2)	TBD	$27.33	$39 08	$25.75	NA	$27 50	$25.61	TBD	$34 26	$36.45
RC - Zone 2, per month (Note 2)	TBD	$44.40	$57.21	$29.74	NA	$47.24	$33.94	TBD	$51.67	$45 87
RC - Zone 3, per month (Note 2)	TBD	$80.45	$126.22	$47.27	NA	$96 48	$48.51	TBD	$68.43	$65 75
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$64.02	NA	NA	NA
NRC - 1st	UDL56	$498.05	$654 72	$348.55	NA	$333.28	$489 00	$489.04	$602 73	$643.00
NRC - Add l	UDL56	$343.70	$428.45	$241.20	NA	$230.50	$337.93	$337.51	$393.50	$421 26
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	$26.94	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12 76	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 - Order Coordination - Time Specific (per LSR)	OCOSL	$45 99	$55 00	$34.22	NA	$32 77	$45 27	$45.34	$45 43	$55.00
4-Wire 64 Kbps Dig Grade Loop										
RC - Statewide, per month	UDL64	NA	NA	NA	NA	NA	NA	$32 67	$41.70	$42 23
RC - Zone 1, per month (Note 2)	TBD	$27 33	$39.08	$25.75	NA	$27.50	$25.61	TBD	$34.26	$36.45
RC - Zone 2, per month (Note 2)	TBD	$44.40	$57 21	$29 74	NA	$47 24	$33 94	TBD	$51.67	$45.87
RC - Zone 3, per month (Note 2)	TBD	$80.45	$126.22	$47.27	NA	$96.48	$48.51	TBD	$68.43	$65 75
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$64.02	NA	NA	NA
NRC - 1st	UDL64	$498 05	$654.72	$348.55	NA	$333 28	$489 00	$489.04	$602 73	$643.00
NRC - Add'l	UDL64	$343.70	$428.45	$241.20	NA	$230.50	$337 93	$337.51	$393.50	$421.26
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	$26.94	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	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 - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$45 34	$45 43	$55.00
2-Wire Unbundled Copper Loop (18kft or less) Note 3										
RC - Statewide, per month	UCLPB	$15.11	$18 00	$13.97	$11.89	$21.00	NA	$19.00	$20.81	$12 16
RC - Zone 1, per month (Note 2)	TBD	TBD	$18.60	$19.80	TBN	$18.80	$16.85	TBD	$18.90	$19 85
RC - Zone 2, per month (Note 2)	TBD	TBD	$27.23	$22.86	TBN	$25.85	$22.34	TBD	$28 50	$24.98
RC - Zone 3, per month (Note 2)	TBD	TBD	$60 07	$36 34	TBN	$39 14	$31.92	TBD	$37 75	$35.81
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$42 13	NA	NA	NA
NRC - 1st	UCLPB	$514.21	$340.00	$395.16	$713.50	$340.00	$504.82	$504 90	$600.61	$270 01
NRC - Add'l	UCLPB	$464.58	$300.00	$217.39	$609.44	$300.00	$456 24	$456 17	$507 33	$234.63
NRC - Disconnect Charge - 1st	UCLPB	NA	NA	NA	NA	$72.54	$105 86	NA	NA	$74.54
NRC - Disconnect Charge - Add'l	UCLPB	NA	NA	NA	NA	$39.42	$57.25	NA	NA	$39 14
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$47.00	$47.00	$18.94	$47 00	$18.14	$25.52	$26 94	$25.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$21 00	$21.00	$8 42	$21.00	$8 06	$11.34	$12.76	$47.00	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	$142.27	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	$37.86	$17.77	$11.41	$16.06	NA	$21.00	NA
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$16.00	$16.00	$36.46	NA	$32.77	$45.27	$45.34	$45 43	$34.29
2-Wire Unbundled Copper Loop (>18kft) Note 3										
RC - Statewide, per month	UCL2L	$40.00	$35.00	$41.61	$40.00	$37.00	$45.00	$35.00	$40.00	$35.00
RC - Zone 1, per month (Note 2)	TBD	TBD	$18.60	$19.80	TBN	$18.80	$16.85	TBD	$18.90	$19.85
RC - Zone 2, per month (Note 2)	TBD	TBD	$27.23	$22.86	TBN	$25.85	$22.34	TBD	$28.50	$24.98
RC - Zone 3, per month (Note 2)	TBD	TBD	$60 07	$36.34	TBN	$39 14	$31 92	TBD	$37.75	$35.81

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DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	$42 13	NA	NA	NA
NRC - 1st	UCL2L	$514.21	$340.00	$395.16	$713.50	$340 00	$504.82	$504.90	$600.61	$270.01
NRC - Add'l	UCL2L	$464.58	$300 00	$217.39	$609 44	$300 00	$456 24	$456.17	$507.33	$234.63
NRC - Disconnect Charge - 1st	UCL2L	NA	NA	NA	NA	$72.54	$105.86	NA	NA	$74 54
NRC - Disconnect Charge - Add'l	UCL2L	NA	NA	NA	NA	$39 42	$57 25	NA	NA	$39.14
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$47.00	$47 00	$18.94	$47 00	$18 14	$25 52	$26.94	$25 52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$21 00	$21 00	$8 42	$21.00	$8.06	$11 34	$12 76	$47 00	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	$142 27	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	$37.86	$17.77	$11 41	$16 06	NA	$21.00	NA
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$16 00	$16 00	$36.46	NA	$32 77	$45 27	$45.34	$45 43	$34 29
DS3 Unbundled Local Loop										
DS3 Unbundled Local Loop - per mile	1L5ND	$43 96	$40 01	$29.96	$43.69	$38.98	$54 39	$32.53	$56.71	$30 53
DS3 Unbundled Local Loop- per Facility Termination	UE3PX	$456.18	$470 83	$392 61	$436 95	$497.08	$427 81	$387 01	$510.30	$400 21
NRC - Facility Termination - 1st	UE3PX	$973.58	$770.47	$770 96	$1,091.00	$709.14	$975 22	$964.04	$1,091.00	$726 16
NRC - Facility Termination - Add'l	UE3PX	$547 59	$436.40	$437 71	$661.23	$402.63	$549.17	$542 73	$654.13	$411 64
NRC - Facility Termination - Disconnect - 1st	UE3PX	$132.56	$108 95	$111.07	NA	$102 16	$134.07	NA	NA	$103 36
NRC - Facility Termination - Disconnect - Add'l	UE3PX	$129.07	$106 01	$108.14	NA	$99 46	$130 59	NA	NA	$100.59
NRC - Incremental Charge--Manual Svc Order - 1st	SOMAC	$70 10	NA	$54 64	$93 12	$50 25	$68 62	$69.34	$92 52	$53.03
NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAC	$70 10	NA	$54 64	$93.12	$50 25	$68 62	$69.34	$92 52	$53 03
NRC - Incremental Cost - Manual Svc Order vs Elect-Disconnect-1st	SOMAC	$30.09	NA	$22.77	NA	$20 94	$28.59	$29.76	NA	$22.95
NRC - Incremental Cost - Manual Svc Order vs Elect-Disconnect-Add'l	SOMAC	$30.09	NA	$22.77	NA	$20 94	$28 59	$29.76	NA	$22 95
STS-1 Unbundled Local Loop										
STS-1 Unbundled Local Loop - per mile	1L5ND	$43.96	$40.01	$29.96	$43.69	$38 98	$54 39	$32 53	$56 71	$30 53
STS-1 Unbundled Local Loop- per Facility Termination	UDLS1	$456.18	$470.83	$392 61	$436 95	$497.08	$427.81	$387 01	$510 30	$400 21
NRC - STS-1 - Facility Termination - 1st	UDLS1	$973.58	$770 47	$770 96	$1,091	$709.14	$975.22	$964.04	$1,091	$726 16
NRC - STS-1 - Facility Termination - Add'l	UDLS1	$547.59	$436 40	$437.71	$661 23	$402.63	$549.17	$542 73	$654 13	$411.64
NRC - STS-1 - Facility Termination - Disconnect - 1st	UDLS1	$132.56	$108 95	$111.07	NA	$102.16	$134 07	NA	NA	$103.36
NRC - STS-1 - Facility Termination - Disconnect - Add'l	UDLS1	$129.07	$106 01	$108.14	NA	$99 46	$130.59	NA	NA	$100.59
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAC	$70.10	NA	$54.64	$93.12	$50 25	$68 62	$69 34	$92 52	$53.03
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAC	$70 10	NA	$54 64	$93.12	$50.25	$68 62	$69 34	$92.52	$53.03
NRC - STS-1 - Incremental Cost - Manual Svc Order vs Elect-Disconnect-1st	SOMAC	$30.09	NA	$22 77	NA	$20 94	$28.59	$29.76	NA	$22.95
NRC - STS-1 - Incremental Cost - Manual Svc Order vs Elect-Disconnect-Add'l	SOMAC	$30 09	NA	$22.77	NA	$20 94	$28.59	$29.76	NA	$22.95
Universal Digital Channel (UDC) Loops- Note 3										
Recurring	TBD	$29.03	$28 07	$25.43	$31 99	$27 36	$29 83	$24 98	$32 47	$21.64
NRC-1st per circuit	TBD	$406.85	$295 42	$308.38	$616.28	$298 27	$401 38	$400 91	$498.04	$217 76
NRC-Add'l - per circuit	TBD	$330 87	$198 02	$255 35	$506.61	$247 63	$327.00	$326.31	$376 75	$163 88
NRC- Disconnect Charge -1st	TBD	$108 95				$74 27	$108.14			$74.54
NRC- Disconnect Charge -Add'l	TBD	$57.01				$39.44	$57.27			$39 14
NRC- Incremental Manual Service Order charge-1st	SOMAN	$27.37		$18.94		$18.14	$25 52	$26 94	$44.42	
NRC- Incremental Manual Service Order charge- Add'l	SOMAN	$12 97		$8.42		$8.06	$11.32	$12 76	$13.55	
NRC- Incremental Manual Service Order-Disconnect - 1st	SOMAN	$17 77				$11.41	$16.06			
'NRC- Incremental Manual Service Order charge-Disconnect-Add'l	SOMAN									
Unbundled Loop Modification - Note 3										
Load Coil/Equipment Removal per pair - Loops up to 18kft	ULM2L	$80.55	$80 55	$69 26	$80.55	$80 55	$80 55	$80.55	$80 55	$80.55
Load Coil/Equipment Removal per pair - Loops > 18kft - 1st	ULM2G	$880.08	$880 08	$757 04	$880 08	$880.08	$880 08	$880.08	$880.08	$880.08
Load Coil/Equipment Removal per pair - Loops > 18kft - Add'l	ULM2G	$27 30	$27 30	$23 49	$27 30	$27.30	$27.30	$27 30	$27.30	$27 30
Bridged Tap Removal per pair unloaded	ULMBT	$121 14	$121.14	$79 89	$121.14	$121 14	$121.14	$121.14	$121.14	$121 14
Loop Make-Up Service Inquiry - Note 3										
Per Service Inquiry	UMKLP	$233 75	$233 75	$233.75	$233.75	$233.75	$233.75	$233.75	$233.75	$233 75
Unbundled Sub-Loops										
Sub-Loop Analog										
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 - Set-Up per Cross Box location - CLEC Feeder Facility set-up	USBSA	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	TBD

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NRC - Set-Up per Cross Box location - per 25 pair panel set-up	USBSB	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	TBD
NRC - 1st	USBN2	TBN	$78 28	$207.01	$459 85	TBN	TBN	TBN	TBN	$586.00
NRC - Add'l	USBN2	TBN	$58 33	$171 32	$352 89	TBN	TBN	TBN	TBN	$255.00
NRC - Disconnect Charge - 1st	USBN2	TBN	NA	NA	NA	TBN	TBN	TBN	TBN	NA
NRC - Disconnect Charge - Add'l	USBN2	TBN	NA	NA	NA	TBN	TBN	TBN	TBN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	NA	$18.94	NA	TBN	TBN	TBN	TBN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	NA	$8 42	NA	TBN	TBN	TBN	TBN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	NA	NA	NA	TBN	TBN	TBN	TBN	NA
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	TBD
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	TBD	NA	NA	NA	$9 95	NA	NA	NA	NA	$9 23
NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	USBSA	NA	NA	NA	$9.95	NA	NA	NA	NA	TBD
NRC - Set-Up per Cross Box location - per 25 pair panel set-up	USBSB	NA	NA	NA	$9 95	NA	NA	NA	NA	TBD
NRC - 1st	TBD	NA	NA	NA	$459 85	NA	NA	NA	NA	$587.00
NRC - Add'l	TBD	NA	NA	NA	$352 89	NA	NA	NA	NA	$255.00
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	USBN4	TBN	$11.29	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	USBSA	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Cross Box location - per 25 pair panel set-up	USBSB	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - 1st	USBN4	TBN	$112 07	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Add l	USBN4	TBN	$92.11	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
Sub-Loop-Intrabuilding Network Cable (INC) (riser cable), 2W analog, per month	USBR2									
NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	USBSC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	USBSD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - 1st	USBR2	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Add'l	USBR2	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - 1st	USBR2	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - Add'l	USBR2	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
Sub-Loop-Intrabuilding Network Cable (INC) (riser cable), 4W analog, per month	USBR4	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	USBSC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	USBSD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - 1st	USBR4	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Add'l	USBR4	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - 1st	USBR4	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - Add'l	USBR4	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
Unbundled Network Terminating Wire										
UNTW Pair, per pair, per month	UENPP	TBN	$0 67	$1 56	$1.24	NA	NA	NA	NA	$1 31
Site Visit Survey, per MDU/MTU Complex, NRC	UENVS	TBN	$225 00	$225 00	$225 00	NA	NA	NA	NA	$225 00
Site Visit Set-Up – Terminal Preparation, per terminal										
NRC - 1st terminal	UENSS	TBN	$98.00	$98 00	$98.00	TBN	TBN	TBN	TBN	$98 00
NRC - Add'l terminal	UENSS	TBN	$65.00	$65.00	$65.00	TBN	TBN	TBN	TBN	$65 00
Access Terminal Provisioning & 1st 25 pair panel (SPOI), per terminal, NRC	UEN1T	TBN	$110 00	$110.00	$110 00	TBN	TBN	TBN	TBN	$110.00
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	UEN2T	TBN	$35 00	$35 00	$35 00	TBN	TBN	TBN	TBN	$35.00
UNTW Pair Provisioning, per pair, NRC	UENPP	TBN	$9 00	$9 00	$9.00	TBN	TBN	TBN	TBN	$9 00
Service Visit for Provisioning, per request, per premises, NRC	UENSV	TBN	$55.00	$55.00	$55 00	TBN	TBN	TBN	TBN	$55 00

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DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Manual Service Order, NRC	MOCLA	TBN	$45 00	$45.00	$45.00	TBN	TBN	TBN	TBN	$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	NA	$792.49	$724.79	$757 00	NA	NA	NA	NA	$683 78
NRC - 1st	UCT8A	NA	$640.93	$632 36	$633 94	NA	NA	NA	NA	$634 31
NRC - Add'l	UCT8A	NA	$315.03	$310.82	$311.60	NA	NA	NA	NA	$311.78
TR008 - System B (96 channel capacity - channels 97-192), per month			$155.32	$92 91	$95.60	NA	NA	NA	NA	$102.12
NRC - 1st	UCT8B	NA	$640.93	$632 36	$633 94	NA	NA	NA	NA	$634 31
NRC - Add'l	UCT8B	NA	$315 03	$310 82	$311.60	NA	NA	NA	NA	$311.78
TR303 - System A (96 channel capacity - channels 1-96), per month			$835 72	$764.42	$799 95	NA	NA	NA	NA	$726.87
NRC - 1st	UCT3A	NA	$640.93	$632.36	$633.94	NA	NA	NA	NA	$634.31
NRC - Add l	UCT3A	NA	$315.03	$310 82	$311 60	NA	NA	NA	NA	$311 78
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	NA	$198 55	$132 54	$138.55	NA	NA	NA	NA	$145.21
NRC - 1st	UCT3B	NA	$640 93	$632.36	$633 94	NA	NA	NA	NA	$634.31
NRC - Add'l	UCT3B	NA	$315.03	$310 82	$311.60	NA	NA	NA	NA	$311.78
DS1 Feeder Interface, per month	UCTFS	NA	$78.43	$72.12	$77.02	NA	NA	NA	NA	$76 73
NRC 1st	UCTFS	NA	$422.74	$425.74	$418.13	NA	NA	NA	NA	$418.37
NRC Add'l	UCTFS	NA	$200 74	$198.06	$198.56	NA	NA	NA	NA	$198.67
Channel Interface - 2 Wire Voice - Loop Start , per month	TBD	NA	$2.62	$2 38	$2 68	NA	NA	NA	NA	$2 61
NRC 1st	TBD	NA	$42.39	$41 82	$41.92	NA	NA	NA	NA	$41.95
NRC Add'l	TBD	NA	$42.15	$41.58	$41 69	NA	NA	NA	NA	$41.71
Channel Interface - 2 Wire ISDN, per month	ULCC1	NA	$10 49	$9.53	$10.72	NA	NA	NA	NA	$10.43
NRC 1st	ULCC1	NA	$42.39	$41.82	$41 92	NA	NA	NA	NA	$41 95
NRC Add'l	ULCC1	NA	$42.15	$41.58	$41 69	NA	NA	NA	NA	$41.71
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month	TBD	NA	$15 59	$14.17	$15 94	NA	NA	NA	NA	$15.51
NRC 1st	TBD	NA	$42 39	$41.82	$41.92	NA	NA	NA	NA	$41 95
NRC Add'l	TBD	NA	$42.15	$41.58	$41.69	NA	NA	NA	NA	$41 71
Channel Interface - 4 Wire Voice, per month	ULCC4	NA	$9 30	$8.45	$9 50	NA	NA	NA	NA	$9.26
NRC 1st	ULCC4	NA	$42 39	$41.82	$41.92	NA	NA	NA	NA	$41.95
NRC Add'l	ULCC4	NA	$42.15	$41 58	$41.69	NA	NA	NA	NA	$41.71
Test Circuit, per month		NA	$45.46	$41 30	$46.44	NA	NA	NA	NA	$45 22
NRC 1st	UCTTC	NA	$42.39	$41.82	$41.92	NA	NA	NA	NA	$41.95
NRC Add'l	UCTTC	NA	$42 15	$41.58	$41.69	NA	NA	NA	NA	$41.71
Channel Interface - Digital 56Kbps, per month	ULCC5	NA	$13.78	$12.51	$14.08	NA	NA	NA	NA	$13.71
NRC 1st	ULCC5	NA	$42.39	$41.82	$41.92	NA	NA	NA	NA	$41.95
NRC Add'l	ULCC5	NA	$42 15	$41.58	$41.69	NA	NA	NA	NA	$41.71
Channel Interface - Digital 64Kbps, per month	ULCC6	NA	$13 78	$12 51	$14.08	NA	NA	NA	NA	$13.71
NRC 1st	ULCC6	NA	$42.39	$41.82	$41 92	NA	NA	NA	NA	$41 95
NRC Add'l	ULCC6	NA	$42 15	$41.58	$41 69	NA	NA	NA	NA	$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
Loop Channelization System - Digital Loop Carrier	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Loop Channelization System - Digital Loop Carrier	TBD	NA	NA	NA	NA	NA	NA	$315.61	NA	NA
NRC- 1st	TBD	NA	NA	NA	NA	NA	NA	$426 48	NA	NA
NRC- Add l	TBD	NA	NA	NA	NA	NA	NA	$103 42	NA	NA
NRC- Incremental Cost - Manaul Service Order- 1st	TBD	NA	NA	NA	NA	NA	NA	$42 19	NA	NA
NRC- Incremental Cost - Manaul Service Order- Add l	TBD	NA	NA	NA	NA	NA	NA	$12.76	NA	NA
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

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DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
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	$0.89	$2 69	$2.58
NRC 1st	TBD	$35 77	$36 23	$35 68	$35 82	$35 86	$35 78	$35.73	$35 91	$35.74
NRC Add'l	TBD	$35.55	$36.02	$35 48	$35.62	$35 66	$35.37	$35.49	$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
DARK FIBER										
Per four fiber strands, per route mile or fraction thereof, per month	1L5DF	$59.84	$55.35	$44.22	$64 64	$65 29	$70.35	$49 88	$72.45	$52 67
NRC - Per each four-fiber dark fiber arrangement - 1st	1L5DF	$2,518.66	$1,715 61	$1,355.29	$2,304 00	$1,685 19	$2,389.99	$2,277.00	$2,406.00	$1,672.44
NRC - Per each four-fiber dark fiber arrangement - Add'l	1L5DF	$835 08	$622 68	$273 69	$740.93	$580 11	$804 32	$733 08	$765.30	$509.09

NOTES:

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. Effective May 1, 2000 statewide rates will be replaced by Deaveraged Loop Rates by Zone where available. Until approximately December 31, 2000 or until such time that BellSouth billing systems have been developed to handle the new zone rate structure, BellSouth will bill at the Zone 1 Deaveraged Loop rate level only After December 31, 2000 or such time that the billing systems have been developed to handle the new zone rate structure, BellSouth will begin billing pursuant to CLEC-1's interconnection agreement
3. All rates are interim and subject to true-up.

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
LOCAL EXCHANGE SWITCHING (PORTS)										
2-Wire Analog Line Port (Res., Bus.), per month										
2- wire voice unbundled port - residence	UEPRL	$2.07	2 00 - Note 1	1.85 - Note 1	2 61 - Note 1	$2.20	$2 11	$2.19	$2.35	1 90 - Note 1
2-wire voice unbundled port with caller ID - residence	UEPRC	$2 07	$2.00	$1 85	$2.61	$2.20	$2 11	$2 00	$2.35	$1 90
2-wire voice unbundled port outgoing only - residence	UEPRO	$2 07	$2.00	$1.85	$2 61	$2 20	$2.11	$2 00	$2 35	$1.90
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	$2 07	$2.00	$1.85	$2 61	$2 20	$2.11	$2.00	$2.35	$1 90
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	$2 00	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	$2 20	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	$2 20	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	$2.35	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-wire voice unbundled res, low usage line port with Caller ID (LUM)	UEPAP	$2 07	$2.00	$1 85	$2 61	$2.20	$2 11	$2.00	$2.35	$1.90
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX									
2-wire voice unbundled port without Caller ID	UEPBL	$2.07	$2.00	$1.85	$2 61	$2 20	$2.11	$2 00	$2 35	$1.90
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2 35	$1.90
2-wire voice unbundled outgoing only port	UEPBO	$2.07	$2 00	$1 85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-wire voice unbundled area plus port with Caller ID	UEPBM	$2 07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
2-wire voice unbundled incoming only port with Caller ID	UEPB1	$2.07	$2.00	$1 85	$2 61	$2.20	$2.11	$2.00	$2 35	$1 90
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	$2.20	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	$2.35	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	$1 90
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	$1 90
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	$1 90
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX									
Non-Recurring Charges (NRC) - 1st (Residence)										
2- wire voice unbundled port - residence	UEPRL	$21.93	$38.00	$17.16	$37 78	$16.43	$22.98	$21.60	$24.98	BST GSST A4 3 1
2-wire voice unbundled port with caller ID - residence	UEPRC	$21 93	$38 00	$17 16	$37.78	$16.43	$22 98	$24.04	$24 98	BST GSST A4.3.1
2-wire voice unbundled port outgoing only - residence	UEPRO	$21 93	$38.00	$17.16	$37 78	$16.43	$22.98	$24.04	$24.98	BST GSST A4 3 1
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	$21.93	$38.00	$17.16	$37.78	$16 43	$22.98	$24.04	$24 98	BST GSST A4.3.1
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	$38 00	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	$16 43	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	$16.43	NA	NA	NA	NA

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DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	$24.98	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3 1
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4 3.1
2-wire voice unbundled Res Low Usage Line Port with Caller+E563 ID (LUM)	UEPAP	$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)										
2- wire voice unbundled port - residence -	UEPRL	$21 93	$15 00	$17 16	$37.78	$16.43	$22 98	$21.60	$24.98	BST GSST A4.3.1
2-wire voice unbundled port with caller ID - residence	UEPRC	$21.93	$15.00	$17.16	$37.78	$16.43	$22.98	$9.08	$24.98	BST GSST A4 3.1
2-wire voice unbundled port outgoing only - residence	UEPRO	$21 93	$15 00	$17 16	$37.78	$16.43	$22 98	$9.08	$24 98	BST GSST A4.3 1
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	$21.93	$15 00	$17 16	$37.78	$16.43	$22.98	$9.08	$24.98	BST GSST A4.3.1
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	$15.00	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	$24.98	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4 3.1
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3 1
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4 3.1
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	$21 93	$15 00	$17 16	$37 78	$16.43	$22 98	$9.08	$24 98	BST GSST A4 3 1
NRC - 1st (Business)										
2-wire Voice Unbundled Port without Caller ID	UEPBL	$21.93	$38 00	$17.16	$37.55	$16 43	$22.98	$21 60	$24 98	BST GSST A4.3.1
2-wire voice unbundled port with Caller ID	UEPBC	$21.93	$38 00	$17.16	$37.55	$16 43	$22 98	$24.04	$24 98	BST GSST A4.3.1
2-wire voice unbundled outgoing only port	UEPBO	$21.93	$38 00	$17 16	$37 55	$16 43	$22 98	$24 04	$24.98	BST GSST A4.3 1
2-wire voice unbundled Area Plus Port with Caller ID	UEPBM	$21 93	$38 00	$17 16	$37.55	$16 43	$22 98	$24.04	$24 98	BST GSST A4 3.1
2-wire voice unbundled Incoming only Port with Caller ID	UEPB1	$21.93	$38.00	$17.16	$37 55	$16.43	$22.98	$24.04	$24.98	BST GSST A4.3.1
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID+E587 (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	$24.98	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4 3 1
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4 3 1
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4 3.1
										BST GSST A4 3 1
NRC - Add'l (Business)	UEPBL	$21.93	$15 00	$17.16	$37 55	$16.43	$22.98	$9.08	$24.98	BST GSST A4.3.1
2-wire voice unbundled port without Caller ID	UEPBL	$21.93	$15.00	$17.16	$37.55	$16.43	$22.98	$21.60	$24.98	BST GSST A4.3 1
2-wire voice unbundled port with Caller ID	UEPBC	$21 93	$15 00	$17.16	$37.55	$16.43	$22 98	$9 08	$24.98	BST GSST A4 3.1
2-wire voice unbundled outgoing only port	UEPBO	$21.93	$15 00	$17 16	$37 55	$16.43	$22.98	$9 08	$24.98	BST GSST A4.3.1
2-wire voice unbundled Area Plus Port with Caller ID	UEPBM	$21 93	$15.00	$17.16	$37.55	$16.43	$22 98	$9.08	$24 98	BST GSST A4 3 1
2-wire voice unbundled incoming only port with Caller ID	UEPB1	$21.93	$15 00	$17 16	$37.55	$16.43	$22.98	$9.08	$24.98	BST GSST A4 3.1
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	$16 43	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	$24 98	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4 3 1
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Locall Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
NRC - Disconnect Charge - 1st										
2- wire voice unbundled port - residence		$6.21	NA	NA	NA	$4.38	$6 56	NA	NA	NA
2-wire voice unbundled port with caller ID - residence		$6 21	NA	NA	NA	$4.38	$6 56	NA	NA	NA
2-wire voice unbundled port outgoing only - residence		$6 21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled area plus port with caller ID - residence		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled Florida area calling with caller ID - residence		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)		NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)		NA	NA	NA	NA	$4 38	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)		$6 21	NA	NA	NA	$4.38	$6 56	NA	NA	NA
2-wire voice unbundled port without Caller ID		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled port with Caller ID		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled outgoing only Port		$6 21	NA	NA	NA	$4.38	$6 56	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled Area Plus Port with Caller ID		$6 21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled Incoming only Port with Caller ID		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)		NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice unbundles SC Bus Area Calling Port with Caller ID (LMB)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-Way Collierville and Memphis Local Calling Port (B2F)		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l										
2- wire voice unbundled port - residence		$6 21	NA	NA	NA	$4.38	$6 56	NA	NA	NA
2-wire voice unbundled port with caller ID - residence		$6.21	NA	NA	NA	$4 38	$6.56	NA	NA	NA
2-wire voice unbundled port outgoing only - residence		$6.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled area plus port with caller ID - residence		$6.21	NA	NA	NA	$4.38	$6 56	NA	NA	NA
2-wire voice unbundled Florida area calling with caller ID - residence		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)		NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)		NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)		NA	NA	NA	NA	$4.38	$6 56	NA	NA	NA
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)		$6.21	NA	NA	NA	$4 38	$6.56	NA	NA	NA
								NA		
2-wire voice unbundled port without Caller ID		$6.21	NA	NA	NA	$4.38	$6 56	NA	NA	NA
2-wire voice unbundled port with Caler ID		$6.21	NA	NA	NA	$4 38	$6.56	NA	NA	NA
2-wire voice unbundled outgoing only port		$6 21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled Area Plus Port with Caller ID		$6 21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
2-wire voice unbundled incoming only port with Caller ID		$6 21	NA	NA	NA	$4.38	$6 56	NA	NA	NA
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)		NA	NA	NA	NA	$4.38	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18 14	$25.52	$26 94	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8 42	NA	$8.06	$11.34	$12.76	$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
All available features, per month	UEPVF	$5.55	NA	NA	NA	$8.28	$6.75	NA	$6.29	NA
NRC - 1st (all types)		$24 72	NA	NA	NA	NA	$21 42	NA	$36.24	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Add'l (all types)		$24.72	NA	NA	NA	NA	$21.42	NA	$36.24	NA
NRC - Disconnect Charge - 1st		$18.41	NA	NA	NA	NA	$19.68	NA	NA	NA
NRC - Disconnect Charge - Add'l		$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
Three available feature, per month	UEPVF	NA	NA	NA	NA	$8.28	$3.31	NA	$3.03	NA
NRC - 1st (all types)		NA	NA	NA	NA	NA	$3.06	NA	$4 53	NA
NRC - Add'l (all types)		NA	NA	NA	NA	NA	$3.06	NA	$4.53	NA
NRC - Disconnect Charge - 1st		NA	NA	NA	NA	NA	$8 20	NA	NA	NA
NRC - Disconnect Charge - Add'l		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	$8.69	$2.28	NA
NRC - 1st	UEP4A	NA	$5.86	$17.16	NA	$16 43	$22.98	$21.69	$3.50	NA
NRC - Add'l	UEP4A	NA	$5 86	$17.16	NA	$16.43	$22.98	$21.69	$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	$26.85	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8 42	NA	$8 06	$11.34	$12 67	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	$12.36	$12.08	$12 68
NRC - 1st	UEPP2	$50 00	TBD	$61.91	NA	$59.28	$83.09	$81.84	$50.00	BST GSST A4.3 1
NRC - Add'l	UEPP2	$18 00	TBD	$61 91	NA	$59.28	$83 09	$81.84	$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	$26 94	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8 42	NA	$8.06	$11.34	$12.76	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	$123 65	$130 23	$120.00
NRC - 1st	UEPDD	$50 00	$112 00	$89 44	NA	$85 63	$117.81	$116.59	$60 00	To be negotiated
NRC - Add'l	UEPDD	$18 00	$91 00	$52.46	NA	$50.23	$71 18	$69 92	$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	$26.94	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	$8.06	$11.34	$12.76	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	$24.50	$33.74	$1 90
NRC - 1st	U1PMA	$63.24	$88 00	$47.37	$90 48	$45.35	$63.59	$62.29	$65.79	BST GSST A4.3 1
NRC - Add'l	U1PMA	$63.24	$66.00	$47.37	$84 53	$45 35	$63 59	$62 29	$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	$55 30	$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$56.19	NA	$39.98	NA	$38 29	$53 87	$55.30	$67 52	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
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	$179.75	$214.79	$308.00
NRC - 1st	UEPEX	$244.85	NA	$186.80	NA	$181.89	$244.12	$241.63	$278.37	To be negotiated
NRC - Add'l	UEPEX	$244 85	NA	$186.80	NA	$181.89	$244.12	$241.63	$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	$53 89	$65.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$54.75	NA	$37 88	NA	$33.18	$51 03	$53 89	$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										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$2 07	$2 00	$1 85	$2.61	$2.20	$2 11	$2 18	$2.35	$1.90
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$2 07	$2 00	$1 85	$2.61	$2 20	$2.11	$2.00	$2.35	$1 90
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$2.07	$2 00	$1.85	$2.61	$2 20	$2.11	$2 00	$2 35	$1.90
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$2.07	$2.00	$1 85	$2.61	$2.20	$2 11	$2.00	$2.35	$1.90
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$2 07	$2.00	$1 85	$2.61	$2.20	$2 11	$2.00	$2.35	$1.90
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$2 07	$2 00	$1 85	$2 61	$2 20	$2.11	$2 00	$2 35	$1 90
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$2.07	$2.00	$1.85	$2 61	$2.20	$2 11	$2 00	$2 35	$1 90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	$2 07	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	$2 20	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$2 07	$2.00	$1.85	$2.61	$2.20	$2 11	$2.00	$2.35	$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$2.07	$2.00	$1.85	$2.61	$2.20	$2 11	$2.00	$2.35	$1.90
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$2 07	$2.00	$1.85	$2.61	$2.20	$2 11	$2.00	$2.35	$1.90
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$2.07	$2.00	$1.85	$2 61	$2 20	$2.11	$2.00	$2.35	$1.90
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$2.07	$2.00	$1.85	$2 61	$2 20	$2.11	$2.00	$2 35	$1.90
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$2 07	$2.00	$1.85	$2.61	$2 20	$2.11	$2 00	$2 35	$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	$2 61	NA	NA	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	$2 61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	$2 61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	$2 61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	$2 20	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$2 07	$2.00	$1 85	$2.61	$2.20	$2 11	$2.00	$2 35	$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	URPXM	$2.07	$2.00	$1 85	$2 61	$2.20	$2.11	$2.00	$2 35	$1 90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$2.07	$2.00	$1.85	$2.61	$2 20	$2.11	$2 00	$2.35	$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	$2.20	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	$2 11	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	$2.11	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$2.07	$2.00	$1.85	$2 61	$2 20	$2.11	$2 00	$2.35	$1 90
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	$2.35	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
UNBUNDLED LOOP BILLING USOC (REQUIRES ONE PER PORT)	UEPLX									
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP									
NRC - 1st	UEPPC	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24 04	$24.36	NA
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$21.93	$38.00	$17.16	$36.47	$16.43	$22 98	$21.60	$24 36	NA
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$21.93	$38.00	$17.16	$36 47	$16.43	$22.98	$24.04	$24.36	NA
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$21.93	$38 00	$17.16	$36 47	$16.43	$22.98	$24.04	$24.36	NA
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$21.93	$38 00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$21.93	$38 00	$17.16	$36.47	$16 43	$22 98	$24.04	$24.36	NA
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$21.93	$38.00	$17.16	$36.47	$16 43	$22.98	$24.04	$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	$21.93	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$21 93	$38.00	$17.16	$36 47	$16.43	$22.98	$24 04	$24 36	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$21.93	$38.00	$17.16	$36 47	$16.43	$22.98	$24.04	$24.36	NA
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$21.93	$38 00	$17.16	$36.47	$16.43	$22 98	$24.04	$24 36	NA
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$21.93	$38 00	$17.16	$36.47	$16.43	$22 98	$24.04	$24.36	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$21.93	$38.00	$17.16	$36 47	$16 43	$22.98	$24.04	$24 36	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	$36 47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	$36 47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$21.93	$38.00	$17.16	$36 47	$16.43	$22.98	$24.04	$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	URPXM	$21.93	$38 00	$17.16	$36.47	$16.43	$22 98	$24.04	$24.36	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$21 93	$38 00	$17 16	$36.47	$16.43	$22.98	$24.04	$24 36	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	$22 98	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	$22.98	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24 36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	$24 36	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Add'l										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$21.93	$15.00	$17.16	$36 47	$16.43	$22.98	$21.60	$24.36	NA
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$21 93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24 36	NA
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$21 93	$15.00	$17.16	$36 47	$16 43	$22 98	$9.05	$24.36	NA
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$21.93	$15.00	$17 16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$21.93	$15.00	$17.16	$36 47	$16.43	$22.98	$9.05	$24 36	NA
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$21.93	$15 00	$17.16	$36.47	$16.43	$22 98	$9.05	$24 36	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	$21.93	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$21 93	$15.00	$17.16	$36.47	$16.43	$22 98	$9.05	$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$21.93	$15.00	$17.16	$36 47	$16.43	$22.98	$9.05	$24.36	NA
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$21.93	$15 00	$17.16	$36 47	$16.43	$22.98	$9 05	$24.36	NA
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$21 93	$15.00	$17.16	$36.47	$16.43	$22 98	$9.05	$24.36	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$21.93	$15.00	$17 16	$36.47	$16.43	$22 98	$9.05	$24 36	NA

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DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24 36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	$37.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	$38 47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	$39.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	$16 43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$21 93	$15.00	$17.16	$36 47	$16.43	$22.98	$9.05	$24 36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	URPXM	$21.93	$15 00	$17 16	$36.47	$16.43	$22 98	$9.05	$24.36	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$21.93	$15 00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	$22 98	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	$22.98	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$21.93	$15.00	$17.16	$36 47	$16.43	$22.98	$9.05	$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	$24.36	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - 1st										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence		$6.21	NA	NA	NA	$3 77	$6.56	NA	NA	NA
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS		$6 21	NA	NA	NA	$3.77	$6 56	NA	NA	NA
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS		$6 21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS		$6.21	NA	NA	NA	$3.77	$6 56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT		$6.21	NA	NA	NA	$3.77	$6 56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS		$6 21	NA	NA	NA	$3.77	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT		NA	NA	NA	NA	$3.77	$6 56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT		$6.21	NA	NA	NA	$3.77	$6 56	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT		$6 21	NA	NA	NA	$3.77	$6 56	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT		$6.21	NA	NA	NA	$3 77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT		NA	NA	NA	NA	$3.77	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT		$6 21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT		$6 21	NA	NA	NA	$3 77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT		$6.21	NA	NA	NA	$3 77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT		NA	NA	NA	NA	NA	$6 56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT		NA	NA	NA	NA	NA	$6 56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT		$6.21	NA	NA	NA	$3.77	$6 56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS		$6.21	NA	NA	NA	$3.77	$6 56	NA	NA	NA
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS		$6 21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS		$6.21	NA	NA	NA	$3.77	$6 56	NA	NA	NA
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS		$6 21	NA	NA	NA	$3.77	$6 56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT		$6.21	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT		NA	NA	NA	NA	$3.77	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS		$6.21	NA	NA	NA	$3.77	$6 56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT		$6 21	NA	NA	NA	$3 77	$6 56	NA	NA	NA

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DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT		$6.21	NA	NA	NA	$3 77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED P8X KENTUCKY PREMIUM CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT		NA	NA	NA	NA	$3.77	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT		$6 21	NA	NA	NA	$3.77	$6 56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT		$6 21	NA	NA	NA	$3 77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT		NA	NA	NA	NA	NA	$6 56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT		NA	NA	NA	NA	NA	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT										
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT										
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT										
		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st		$6.21	NA	NA	NA	$3.77	$6 56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st		$6.21	NA	NA	NA	$3 77	$6.56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l		$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
		$6.21	NA	NA	NA	$3.77	$6 56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$41.86	NA
2-Wire Analog Line Port (PBX) including three available features, per month	UEPPC	NA	NA	NA	NA	NA	NA	NA	$14.46	NA
NRC - 1st	UEPPC	NA	NA	NA	NA	NA	NA	NA	$5.38	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	$28.89	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$41 86	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
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

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
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
4- Wire Coin Port, per month		NA	NA	NA	NA	NA	NA	$2 59	NA	NA
NRC - 1st		NA	NA	NA	NA	NA	NA	$21.60	NA	NA
NRC - Add'l		NA	NA	NA	NA	NA	NA	$21 60	NA	NA
NRC - Disconnect Charge - 1st		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st		NA	NA	NA	NA	NA	NA	$26 94	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l		NA	NA	NA	NA	NA	NA	$12.76	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l		NA	NA	NA	NA	NA	NA	NA	NA	NA
VERTICAL FEATURES										
Local Switching Features offered with Port, Per month	N/A	NA	No add'l charge	NA	No add'l charge	$8.28	NA	NA	See above	NA
Three-Way Calling, per month		$1 12	NA	NA	NA	NA	$1.32	$0.89	$1.10	NA
NRC		$1.03	NA	NA	NA	NA	$1 02	$1.51	$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	$0.17	$0.1247	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$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	$0.09	$0.0665	NA
NRC		$1 03	NA	NA	NA	NA	$1.02	$1.51	$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	$0.85	$0.3743	NA
NRC		$1.03	NA	NA	NA	NA	$1 02	$1.51	$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	$0.01	$0 0099	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$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	$0.66	$0.8015	NA
NRC		$1 03	NA	NA	NA	NA	$1.02	$1.51	$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	$0.29	$0.3102	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$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	$0.33	$0.3272	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$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	$0.02	$0.3684	NA
NRC		$1.03	NA	NA	NA	NA	$1 02	$1.51	$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	$0.14	$0 1402	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$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	$0.13	$0.1528	NA
NRC		$1 03	NA	NA	NA	NA	$1.02	$1.51	$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	$0.28	$0.1287	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$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	$0.33	$0.3283	NA
NRC		$1 03	NA	NA	NA	NA	$1.02	$1.51	$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	$0.14	$0.1301	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1 51	$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	$0.10	$0.0768	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Forwarding Busy Line, per month		$0.03	NA	NA	NA	NA	$0.0279	$0.08	$0.0603	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$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	$0.09	$0.0655	NA
NRC		$1.03	NA	NA	NA	NA	$1 02	$1.51	$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	$0.95	$1.41	NA
NRC		$1 03	NA	NA	NA	NA	$1.02	$1.51	$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	$0.14	$0.1392	NA
NRC		$1 03	NA	NA	NA	NA	$1 02	$1.51	$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	$0.15	$0.0677	NA
NRC		$1.03	NA	NA	NA	NA	$1 02	$1.51	$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	$0.10	$0.0743	NA
NRC		$1.03	NA	NA	NA	NA	$1 02	$1.51	$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	$0 03	$0.0318	NA
NRC		$1 03	NA	NA	NA	NA	$1.02	$1.51	$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	$1.29	$1.13	NA
NRC		$1 03	NA	NA	NA	NA	$1.02	$1.51	$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	$0.29	$0.3513	NA
NRC		$1 03	NA	NA	NA	NA	$1.02	$1.47	$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	$0.07	$0.0891	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.47	$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	$0.0011	$0 0013	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.47	$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	$19.83	$0.3621	NA
NRC		$28.94	NA	NA	NA	NA	$28.61	$33 33	$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	$0.0041	$0.0116	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1 51	$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	$0.13	$0.1048	NA
NRC		$1.03	NA	NA	NA	NA	$1 02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Make Set Busy, per month		$0.01	NA	NA	NA	NA	$0.0013	$0 0020	$0 0101	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$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	$0.26	$0.2149	NA
NRC		$1 03	NA	NA	NA	NA	$1.02	$1.51	$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	$0.09	$0.0708	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$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	$0.09	$0.0694	NA
NRC		$1.03	NA	NA	NA	NA	$1 02	$1.51	$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	$0.14	$0.1179	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0 55	NA	NA	NA	NA	$0.5466	NA	NA	NA
2-WIRE ISDN BRI FEATURES										
Shared Primary Number-First Appr On Each Add'l Terminal	DS1FJ	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Secondary Only Dn (Shared/Non-Shared) First Appearance	LLDSF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Shared Secondary Only Dn-First Appr On Each Add'l Term	DS1F1	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Shared Non-ISDN DN	DOE	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Privacy Release	DS1FU	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Manual Exclusion	DS1FM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable-Voice Or Voice/Data	LLNCV	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable – Data	LLOCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable – Feature Button – Voice	GJXCF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable – Feature Button – Data	LLPCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Busy Line – Voice Or Voice/Data	LLQCV	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Busy Line – Data	LLRCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Frwdng Busy Line–Prgrmmbl–Voice Or Voice/Data	M6AVA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Busy Line – Programmable - Data	M6ADF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Don't Answer – Voice Or Voice/Data	LLSCV	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Don't Answer – Data	LLUCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwdng Don't Answer–Prgrmmble Voice Or Voice/Data	M6BVA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Don't Answer – Programmable - Data	M6BDF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Frwdng Multiple Simultaneous – Voice Or Voice/Data	M6CV5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Multiple Simultaneous – Data	M6CD5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Conference, Drop, Hold And Transfer	DS1FN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Six-Way Conference, Drop, Hold And Transfer	LLY6P	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Multi-Line Hunt Group – Voice Or Voice/Data	HTG	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Multi-Line Hunt Group – Data	HTGSD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Speed Calling	LLZSU	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Visual Message Waiting Indicator	LLAVP	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Audible Message Waiting Indicator	MWW	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional Call Appearance, PDN Or DN	DS1FG	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Tracing	NST	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Return	NSS	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Preferred Call Forwarding	NCE	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Block	NSY	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Repeat Dialing	NSQ	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Agencies/Law Enforcement	NOB	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub Customers	NOBNN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For General Public	NOBPC	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub, And Non-Listed Customer	NOBPP	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub Customers	NOBNP	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub Customers	NOBNR	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Call Return Denial Of, Per Activation	BCR	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Repeat Dialing, Denial Of, Per Activation	BRD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Automatic Line/Direct Connect	M6GN9	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Make Set Busy	M6MPD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Selective Call Acceptance	M6K16	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Park/Call Retrieve	M6HP6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Transfer System Exception	M6QTD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Make Set Busy – Intragroup	M6MGD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
All Customized Code Restrictions	CREX+	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional Listings	CLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional Listing No Rate	FLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Cross Reference Listing	LLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Non-Pub Listing No Rate	NP3	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Non-List Listing	NLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Non-List Listing No Rate	NLE	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Alternate Call Listing	FNA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Manual Service Order Charge	SOMAN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
All Selective Class Of Call Screening	SRG++	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
ISDN Message Waiting Indication-Lamp, per month										
NRC		$0 01	NA	NA	NA	NA	$0.0105	$0 0107	$0.0138	NA
NRC - Disconnect		$1 03	NA	NA	NA	NA	$1.02	$1.47	$1 47	NA
ISDN Feature Function Buttons		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
NRC		NA	NA	NA	NA	NA	NA	NA		
NRC - Disconnect		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
Subsequent Ordering Charge – (per order, per line)		$0 55	NA	NA	NA	NA	$0.5466	NA	NA	NA
NRC - Electronic - 1st		NA	NA	NA	NA	NA	NA	NA		
NRC - Electronic - Add'l		$2.88	NA	NA	NA	NA	$2 84	$5 42	$1.36	NA
NRC - Manual - 1st		$0.96	NA	NA	NA	NA	$0.95	$0.95	$0.71	NA
NRC - Manual - Add'l		$4.80	NA	NA	NA	NA	$4.73	$1.89	$7.35	NA
NRC - Disconnect		$0.96	NA	NA	NA	NA	$0.95	NA	$0.95	NA
		$2.88	NA	NA	NA	NA	$2.84	NA	NA	NA
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	$0.0017000	$0.0019295	$0.0019
End Office Switching Function, add'l mou (5)	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
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	$0.0009	$0.0006843	$0 000676
Tandem Interoffice Trunk Port - Shared per mou			NA	$0.0002126	NA	$0.0003	$0.0002834	NA	$0.0004034	NA
NOTES:										

1. Port rate includes all available features.
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 avail- able only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.
4. This rate element is for those states which have a specific rate for User Profile per B Channel.
5. This rate element is for use in those states with a different rate for additional minutes of use.

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
UNBUNDLED DEDICATED TRANSPORT - Local Channel										
Local Channel - Dedicated - 2-Wire VG										
Monthly Recurring per month	ULDV2	$14.61	$26.31	$13.91	$22.26	$14.94	$17.83	$14 83	$16 83	$19.02
NRC - 2-wire VG - 1st	ULDV2	$494.65	$389.37	$382.95	$585.15	$347.49	$487.62	$553 80	$554.00	$199 33
NRC - 2-wire VG -Add'l	ULDV2	$88.44	$66.88	$62.40	$98.53	$59.75	$84.35	$89.69	$88.58	$24.16
NRC - 2-Wire VG - Disconnect Chg - 1st	ULDV2	$77.81	$68.45	NA	NA	$53.68	$77.69	NA	NA	$54.81
NRC - 2-Wire VG - Disconnect Chg - Add'l	ULDV2	$7.63	$5.97	NA	NA	$6 60	$8 95	NA	NA	$4.80
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3 50	$3.50	$3.50	$3.50	$3.50	$3 50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27 37	NA	$18.94	$41.46	$18.14	$25.50	$42.17	$43.75	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$18.37	NA	$8.42	$11.99	$8.06	$11.34	$12 76	$13.55	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	$17 75	NA	NA	NA	$11.40	$16.05	NA	NA	NA
Local Channel - Dedicated - 4-Wire VG										
Monthly Recurring per month	ULDV4	$15.77	$27.48	$14.99	$23 38	$16.21	$19.03	$15 87	$18.05	$20.14
NRC - 4-Wire VG - 1st	ULDV4	$502.43	$390.25	$368.44	$585.15	$352 75	$495.25	$562.23	$562.46	$201.53
NRC - 4-Wire VG - Add'l	ULDV4	$86.68	$67.75	$64.05	$98 53	$61.33	$86.56	$92.67	$91.57	$24.83
NRC - 4-Wire VG - Disconnect Chg - 1st	ULDV4	$78.71	$69.32	NA	NA	$54 36	$78 58	NA	NA	$55.52
NRC - 4-Wire VG - Disconnect Chg - Add'l	ULDV4	$8.53	$6.85	NA	NA	$7.28	$9.84	NA	NA	$5.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19 99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	$2 77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	$3.50	$0 43	NA	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27 37	NA	$18 94	$41.46	$18.14	$25.52	$42 17	$43.64	NA
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$18 73	NA	$8.42	$11.99	$8.06	$11.34	$12.76	$13.55	NA
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	$17.75	NA	NA	NA	$11.40	$17.25	NA	NA	NA
Local Channel - Dedicated - DS1										
DS1 per month	ULDF1	$35.52	$42.98	$38.36	$43 80	$43.80	$38.91	$35.68	$37.20	$40.27
NRC - DS1 - 1st	ULDF1	$503.57	$357.86	$356.15	$538 95	$348.56	$494.83	$534.48	$534.81	$277.35
NRC - DS1 - Add'l	ULDF1	$442.84	$309.95	$312.89	$464 94	$300.30	$435.28	$462.69	$462.81	$233.26
NRC - DS1 - Disconnect Chg - 1st	ULDF1	$46.28	$41.46	NA	NA	$24.15	$46.85	NA	NA	$33.18
NRC - DS1 - Disconnect Chg - Add l	ULDF1	$32.18	$28.51	NA	NA	$21.31	$33.02	NA	NA	$22.30
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3 87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2 77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$61.95	NA	$44.22	$87.71	$42.34	$59.58	$86.15	$87 99	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$0.00	NA	NA	NA	NA	NA	$1.77	$3 11	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	$29.27	NA	NA	NA	$19.48	$27.40	NA	NA	NA
Local Channel - Dedicated - DS3										
DS3 - per mile per month	1L5NC	$8.44	$9.32	$7.00	$34 00	$30.34	NA	NA	$12.08	$23.76
DS3 - Facility Termination per month	ULDF3	$535.92	$560.39	$521.54	$635 09	$669.01	$533.33	$498.87	$493.31	$607.28
NRC - DS3 - Facility Termination - 1st	ULDF3	$640.54	$910.45	$646.47	$1,091	$709.14	$526.67	$562.25	$735.42	$726.16
NRC - DS3 - Facility Termination - Add'l	ULDF3	$426.28	$532.19	$431.05	$661.23	$402 63	$493.71	$527.88	$519.31	$411.64
NRC - DS3 - Facility Termination - Disconnect - 1st	ULDF3	$121.72	$223.20	$123.65	NA	$102.16	$42.41	NA	NA	$103.36
NRC - DS3 - Facility Termination - Disconnect - Add'l	ULDF3	$118 54	$156.12	$120.44	NA	$99.46	$40.87	NA	NA	$100 59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3 50	$2.77	$3.50	$3.50	$3.50	$3 50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.96	$93 12	$50.25	$31.49	$56.25	$54.26	NA

BELLSOUTH/KMC Telecom RATES
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DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.96	$93.12	$50 25	$31.49	$56.25	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect -1st	SOMAN	$19.03	NA	$18.23	NA	$20 94	$25 35	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$19.03	NA	$18.23	NA	$20.94	$25.35	NA	NA	NA
Local Channel - Dedicated - STS-1										
STS-1 - per mile per month	1L5NC	$8.44	$9 32	$7.00	$34.00	$8.77	$38.98	NA	$12.08	$25.11
STS-1 - Facility Termination per month	ULDFS	$525.40	$569 67	$523.20	$635.09	$558.00	$531.39	$512 00	$481 14	$615.65
NRC - STS-1 - Facility Termination - 1st	ULDFS	$640.54	$910 45	$646.47	$1,091	$594.71	$1,084.33	$757 25	$735 42	$1,085 73
NRC - STS-1 - Facility Termination - Add'l	ULDFS	$426.82	$532.19	$431.05	$661.23	$396.54	$682.13	$534.95	$519 31	$683 01
NRC - STS-1 - Facility Termination - Disconnect - 1st	ULDFS	$121.72	$223.20	$123.65	NA	$113.75	$42.41	NA	NA	$103.36
NRC - STS-1 - Facility Termination - Disconnect - Add'l	ULDFS	$118.54	$156.12	$120.44	NA	$110.80	$40.87	NA	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3 50	$3 50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - STS-1 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.96	$93.12	$34.92	$96.10	$55.00	$54.26	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.96	$93.12	$34.92	$96.10	$55.00	$54.26	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order-Disconnect -1st	SOMAN	$19 03	NA	$18.23	NA	$16.77	$25.35	NA	NA	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$19 03	NA	$18 23	NA	$16.77	$25.35	NA	NA	NA
Local Channel - Dedicated - OC3										
OC3 per mile per month	TBD	$7 09	$9 08	$5.88	$28.56	$25.48	$35.55	$21 27	$10 15	$19.95
OC3 Facility Termination per month	TBD	$1,123	$651.40	$924.18	$1,493	$1,179	$873.23	$914.18	$493.31	$1,263
NRC - OC3 - Facility Termination - 1st	TBD	$949.63	$974.02	$958.02	$1,543	$1,025	$1,427.00	$1,543	$735.42	$1,050
NRC - OC3 - Facility Termination - Add'l	TBD	$413.38	$412.05	$417 50	$661 23	$402.63	$549.17	$670.92	$519.31	$411.64
NRC - OC3 - Facility Termination - Disconnect Chg - 1st	TBD	$121.72	$112.44	$123.65	NA	$102 16	$134.07	NA	NA	$103.36
NRC - OC3 - Facility Termination - Disconnect Chg - Add'l	TBD	$118.54	$109.19	$120 44	NA	$99.46	$130.59	NA	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2 77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0 43	NA	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38 48	NA	$37 96	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38 48	NA	$37.96	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC3 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	$19.03	NA	$18.23	NA	$20.94	$28.59	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$19 03	NA	$18.23	NA	$20.94	$28.59	NA	NA	NA
Local Channel - Dedicated - OC12										
OC12 per mile per month	TBD	$10.13	$11.18	$8.40	$40 80	$36.40	$50.79	$30.38	$14.50	$28.51
OC12 Facility Termination per month	TBD	$5,630	$2,068	$3,220	$4,492	$3,895	$3,414 00	$3,316	$4,414	$7,158
NRC - OC12 - Facility Termination - 1st	TBD	$1,165	$1,193	$1,175	$1,858	$1,245	$1,742.00	$1,853	$1,259	$1,276
NRC - OC12 - Facility Termination - Add'l	TBD	$413.38	$412.05	$417.50	$661.23	$402.63	$549.17	$670.92	$505.88	$411.64
NRC - OC12 - Facility Termination -Disconnect Chg - 1st	TBD	$121.72	$112.44	$123.65	NA	$102.16	$134.07	NA	NA	$103 36
NRC - OC12 - Facility Termination - Disconnect Chg - Add'l	TBD	$118.54	$109 19	$120.44	NA	$99.46	$130 59	NA	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19 99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.96	$93.12	$50 25	$68.62	$99.10	$54.26	NA
NRC - OC12 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.96	$93 12	$50 25	$68.62	$99.10	$54.26	NA
NRC - OC12 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	$19.03	NA	$18.23	NA	$20.94	$28.59	NA	NA	NA
NRC - OC12 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$19.03	NA	$18.23	NA	$20 94	$28.59	NA	NA	NA
Local Channel - Dedicated - OC48										
OC48 per mile per month	TBD	$33.22	$36.67	$27.55	$133.84	$119.40	$166.59	$99.66	$47 57	$93.50

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OC48 Facility Termination per month	TBD	$1,947	$1,699	$1,689	$2,156	$2,311	$1,768 00	$1,837	$1,842	$1,853
OC48 - Interface OC12 on OC48 per month	TBD	$699.62	$592.09	$564 15	$728 81	$706.85	$668.36	$584.78	$773.40	$572.61
NRC - OC48 - Facility Termination - 1st	TBD	$1,165	$1,193	$1,175	$1,858	$1,245	$1,742 00	$1,853	$1,259	$1,276
NRC - OC48 - Facility Termination -Add'l	TBD	$413.38	$412.05	$417.50	$661.23	$402.63	$549.17	$670.92	$505.88	$411.64
NRC - OC48 - Interface OC12 on OC48 - 1st	TBD	$540 10	$547.98	$545 24	$844.21	$532.13	$729.04	$852.47	$635.04	$544 55
NRC -OC48 - Interface OC12 on OC48 -Add'l	TBD	$317 48	$314 49	$320.83	$516.89	$304.90	$404.94	$528.57	$410 02	$311.39
NRC - OC48 - Facility Termination - Disconnect Chg - 1st	TBD	$121 72	$112.44	$123.65	NA	$102.16	$134 07	NA	NA	$103.36
NRC - OC48 - Facility Termination - Disconnect Chg - Add'l	TBD	$118 54	$109.19	$120.44	NA	$99.46	$130 59	NA	NA	$100.59
NRC - OC48 - Interface OC12 on OC48 - Disconnect Chg - 1st	TBD	$121.72	$112.44	$123.65	NA	$102.16	$134 07	NA	NA	$103.36
NRC - OC48 - Interface OC12 on OC48 - Disconnect Chg - Add'l	TBD	$118.54	$109.19	$120.44	NA	$99.46	$130.59	NA	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19 99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3 50	$3 50	$3 50	$3 50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC48 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.96	$93 12	$50 25	$68.62	$99.10	$54 26	NA
NRC - OC48 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38 48	NA	$37.96	$93 12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-1s	SOMAN	$38.48	NA	$37.96	$93 12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-A	SOMAN	$38 48	NA	$37.96	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC48 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	$19 03	NA	$18.23	NA	$20.94	$28.59	NA		NA
NRC - OC48 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$19 03	NA	$18 23	NA	$20.94	$28.59	NA	NA	NA
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-D	SOMAN	$19 03	NA	$18.23	NA	$20.94	$28.59	NA	NA	NA
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-D	SOMAN	$19.03	NA	$18.23	NA	$20.94	$28.59	NA	NA	NA
UNBUNDLED DEDICATED TRANSPORT - Interoffice Channel										
Interoffice Transport - Dedicated - 2-wire VG										
2-Wire VG - per mile per month	1L5XX	$0.0339	$0.0100	$0 0222	$0.0301	$0 0384	$0.0323	$0.0282	$0.0373	$0.0173
2-Wire VG - Facility Termination per month	U1TV2	$18.49	$26.72	$17.07	$27 66	$19.10	$21.33	$18.01	$21.42	$18.33
NRC - 2-wire VG - Facility Termination -1st	U1TV2	$107.11	$81.73	$79.61	$142.31	$76.20	$106.72	$137.48	$136.44	$55.39
NRC - 2-wire VG - Facility Termination - Add'l	U1TV2	$48.27	$55.26	$36.08	$56 21	$34.54	$48.83	$52.58	$51.37	$17.37
NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st	U1TV2	$37.16	$31 26	NA	NA	$28.03	$38.05	NA	NA	$27.96
NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	U1TV2	$5.88	$12.88	NA	NA	$5.37	$7.23	NA	NA	$3.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21 73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	$37.21	$18 14	$25.52	$38.07	$39.63	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.57	NA	$18.94	$37 21	$18.14	$25.52	$38.07	$39.63	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12.97	NA	NA	NA	$8 06	$11.34	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	$12.97	NA	NA	NA	$8 06	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - 4-wire VG										
4-Wire VG - per mile per month	1L5XX	NA	$0.0100	NA	NA	NA	NA	NA	NA	NA
4-Wire VG - Facility Termination per month	U1TV4	NA	$23.82	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Facility Termination -1st	U1TV4	NA	$81.73	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Facility Termination - Add'l	U1TV4	NA	$55.26	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG -Facility Termination - Disconnect Charge -1st	U1TV4	NA	$31.26	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Facility Termination - Disconnect Charge -Add'l	U1TV4	NA	$12.88	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	$2.77	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA

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DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 4-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Transport - Dedicated - DS0 - 56										
DS0 - per mile per month	1L5XX	$0 0339	$0.0100	$0.0222	$0.0301	$0.0384	$0.0323	$0.0282	$0.0373	$0.1730
DS0 - Facility Termination per month	U1TD5	$17.81	$19.46	$16.45	$26.95	$18.37	$20.64	$17.40	$20.71	$17.74
NRC - DS0 - Facility Termination - 1st	U1TD5	$107 11	$81.74	$79.61	$142.31	$76.20	$106.72	$137.48	$136.44	$55.39
NRC - DS0 - Facility Termination - Add'l	U1TD5	$48 27	$55.26	$36.08	$56.21	$34.54	$48.83	$52 58	$51.37	$17.37
NRC - DS0 -Facility Termination - Disconnect Charge - 1st	U1TD5	$37 16	$31 26	NA	NA	$28.03	$38.05	NA	NA	$27.96
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	U1TD5	$5.88	$12.88	NA	NA	$5.37	$7.23	NA	NA	$3.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	$37 21	$18 14	$25.52	$38.07	$39.63	NA
NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.37	NA	$18.94	$37 21	$18.14	$25.52	$38.07	$39.63	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect---Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
Interoffice Transport - Dedicated -64 KBPS										
DS0 - per mile per month	1L5XX	$0.0339	$0.0100	$0.0222	$0.0301	$0.0384	$0.0323	$0.0282	$0.0373	$0 1730
DS0 - Facility Termination per month	U1TD6	$17 81	$19.46	$16.45	$26.95	$18.37	$20.64	$17 40	$20.71	$17.74
NRC - DS0 - Facility Termination - 1st	U1TD6	$107.11	$81.74	$79.61	$142.31	$76.20	$106.72	$137.48	$136.44	$55.39
NRC - DS0 - Facility Termination - Add'l	U1TD6	$48.27	$55.26	$36 08	$56 21	$34.54	$48.83	$52 58	$51 37	$17.37
NRC - DS0 -Facility Termination - Disconnect Charge - 1st	U1TD6	$37.16	$31.26	NA	NA	$28 03	$38.05	NA	NA	$27.96
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	U1TD6	$5 88	$12.88	NA	NA	$5 37	$7 23	NA	NA	$3.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19 99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18 94	$37.21	$18.14	$25.52	$38.07	$39.63	NA
NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27 37	NA	$18.94	$37.21	$18.14	$25.52	$38.07	$39 63	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12 97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect---Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS1										
DS1 - per mile per month	1L5XX	$0.6920	$0.2035	$0.3068	$0.4500	$0.7831	$0.6598	$0.0783	$0.7598	$0.3525
DS1 - Facility Termination per month	U1TF1	$79.69	$93.31	$63.39	$55 05	$93 40	$74.40	$71.29	$94.98	$75.83
NRC - DS1-Facility Termination - 1st	U1TF1	$198.15	$179.99	$147 07	$298.18	$140 49	$196.28	$217.17	$216.27	$145.98
NRC - DS1 - Facility Termination - Add'l	U1TF1	$148.18	$164.95	$111.75	$231 23	$106 69	$147.31	$163.75	$162.70	$109.85
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	U1TF1	$25.44	$30.54	NA	NA	$20.00	$26.56	NA	NA	$19.55
NRC - DS1 - Facility Termination -Disconnect Charge - Add'l	U1TF1	$20.42	$26.97	NA	NA	$16.34	$21.61	NA	NA	$14.99
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3 87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2 77	$3.50	$3.50	$3.50	$3.50	$3.50	$3 50	$3 50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$38.07	$39 63	NA
NRC -DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$38.07	$39.63	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12.97	NA	NA	NA	$8.06	$11.31	NA	NA	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect---Add'l	SOMAN	$12.97	NA	NA	NA	$8 06	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS3										
DS3 - per mile per month	1L5XX	$4.98	$4.25	$2.75	$12.62	$8.79	$15.02	$12.98	$8.13	$5.89
DS3 -Facility Termination per month	U1TF3	$898.15	$1,130	$796.59	$1,204	$1,025 00	$744.38	$720.38	$967.70	$760.20
NRC - DS3 - Facility Termination -1st	U1TF3	$511.77	$562.06	$516.67	$946.23	$475.31	$686.74	$794.94	$606.72	$625.91

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NRC - DS3 - Facility Termination - Add'l	U1TF3	$330.92	$328.16	$334.38	$516.89	$307.62	$477.76	$579.55	$423.45	$311.39
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	U1TF3	$121.72	$112.44	$123.65	NA	$113.75	$125.56	NA	NA	$103.36
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	U1TF3	$118.54	$109.19	$120.44	NA	$110.30	$118.79	NA	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19 99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2 77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38 48	NA	$37.96	$93.12	$50.25	$64.97	$91 26	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38 48	NA	$37.96	$93.12	$50.25	$64.97	$91.26	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$19.03	NA	$18.23	NA	$20.94	$27.08	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect---Add'l	SOMAN	$19.03	NA	$18.23	NA	$20.94	$27.08	NA	NA	NA
Interoffice Transport - Dedicated - STS-1										
STS-1 - per mile per month	1L5XX	$4.98	$4.25	$2.75	$12 62	$6.78	$13 48	$6.29	$8.13	$6.88
STS-1 -Facility Termination per month	U1TFS	$895.41	$1,114	$792.17	$1,204	$1,000.00	$692.52	$800.94	$967.58	$838.65
NRC - STS-1 - Facility Termination -1st	U1TFS	$511.77	$562.06	$516.67	$946.23	$475.31	$858.15	$624.86	$606.72	$858.26
NRC - STS-1 - Facility Termination - Add'l	U1TFS	$330.92	$328.16	$454.82	$516.89	$307.62	$524.58	$436.36	$423.45	$525.25
NRC - STS-1 - Facility Termination - Disconnect Charge - 1st	U1TFS	$121 72	$112.44	$123.65	NA	$113.75	$125.56	NA	NA	$103.36
NRC - STS-1 - Facility Termination - Disconnect Charge - Add'l	U1TFS	$118 54	$109 19	$120.44	NA	$110.30	$118.79	NA	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21 73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3 87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3 50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$94 50	$55.00	$54.26	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.96	$93 12	$50 25	$94.50	$55.00	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$19.03	NA	$18.23	NA	$20.94	$27.08	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect---Add'l	SOMAN	$19.03	NA	$18.23	NA	$20 94	$27.08	NA	NA	NA
Interoffice Transport - Dedicated - OC3										
OC3 -per mile per month	1L5XX	$7.35	$8.38	$4.42	$28 56	$23.89	$18.35	$14 10	$9.75	$13.45
OC3 -Facility Termination per month	TBD	$2,475	$3,043	$2,211	$1,490.00	$2,990	$1,892 00	$2,071	$2,802	$2,124
NRC - OC-3 - Facility Termination - 1st	TBD	$820 85	$876 46	$828.22	$1,543.00	$927.35	$1,283 00	$1,381	$915 64	$950.10
NRC - OC-3 - Facility Termination - Add'l	TBD	$317 48	$314.49	$320.83	$661.23	$304.90	$404.94	$509.93	$410.02	$311.39
NRC - OC-3 - Facility Termination - Disconnect Charge - 1st	TBD	$121.72	$112.44	$123.65	NA	$102.16	$134.07	NA	NA	$103.36
NRC - OC-3 - Facility Termination - Disconnect Charge - Add'l	TBD	$118.54	$109.19	$120.44	NA	$99.46	$130.59	NA	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19 99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3 50	$2.77	$3.50	$3.50	$3 50	$3.50	$3 50	$3 50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-1st	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$68.62	$94.77	$54.26	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Add'l	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$68.62	$94.77	$54.26	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect-1	SOMAN	$19.03	NA	$18.23	NA	$20.94	$28.59	NA	NA	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect-A	SOMAN	$19 03	NA	$18 23	NA	$20.94	$28.59	NA	NA	NA
Interoffice Transport - Dedicated - OC12										
OC12 -per mile per month	1L5XX	$19.26	$26.91	$15.21	$84.88	$74.44	$60.42	$30 38	$32.52	$49.80
OC12 -Facility Termination	TBD	$9,763	$11,685	$8,291	$12,344	$11,517	$7,182.00	$2,122	$11,132	$8,015
NRC - OC12- Facility Termination - 1st	TBD	$1,036	$1,095	$1,045	$1,713	$1,147	$1,598.00	$1,722	$1,131	$1,176
NRC - OC12- Facility Termination - Add'l	TBD	$317.48	$314.49	$320 83	$516 89	$304.90	$404.94	$542.73	$410.02	$311.39
NRC - OC12 - Facility Termination - Disconnect Chg - 1st	TBD	$121.72	$112.44	$123.65	NA	$102.16	$134.07	$131.65	NA	$103.36
NRC - OC12 - Facility Termination - Disconnect Chg - Add'l	TBD	$118.54	$109.19	$120.44	NA	$99.46	$130.59	$128.19	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50

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NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-1st	SOMAN	$38.48	NA	$37.96	$93 12	$50.25	$68.62	$69.34	$54.26	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Add'l	SOMAN	$38.48	NA	$37.96	$93 12	$50.25	$68.62	$69.34	$54.26	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-1st	SOMAN	$19.03	NA	$18.23	NA	$20.94	$28.59	$29.76	NA	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-Add'l	SOMAN	$19.03	NA	$18.23	NA	$20.94	$28.59	$29.76	NA	NA
Interoffice Transport - Dedicated - OC48										
OC48 -per mile per month	1L5XX	$30.65	$34.66	$25.98	$138.02	$128.59	$102 43	$120 02	$45 92	$106.55
OC48 -Facility Termination per month	TBD	$11,691	$12,554	$11,255	$16,017	$14,950	$11,480.00	$1,677	$967 58	$11,632
OC48 -per Interface OC12 on OC48 per month	TBD	$1,424	$1,208	$1,149	$1,497	$1,451	$1,351.00	$582 66	$1,561	$1,170
NRC - OC48 - Facility Termination - 1st	TBD	$1,036	$1,095	$1,045	$1,713	$1,147	$1,598.00	$1,722	$1,131	$1,176
NRC - OC48 - Facility Termination - Add'l	TBD	$317.48	$314.49	$320.83	$516.89	$304.90	$404.94	$542.73	$410.02	$311.39
NRC - OC48 - Interface OC12 on OC48 - 1st	TBD	$540.10	$547.98	$545.24	$844.21	$532.13	$729.04	$720.81	$635.04	$544.55
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBD	$317.48	$314.49	$320 83	$516 89	$304.90	$404.94	$400.38	$410.02	$311.39
NRC - OC48 - Facility Termination - Disconnect Chg - 1st	TBD	$121.72	$112.44	$123.65	NA	$102 16	$134.07	$131.65	NA	$103.36
NRC - OC48 - Facility Termination - Disconnect Chg - Add'l	TBD	$118.54	$109.19	$120.44	NA	$99.46	$130.59	$128.19	NA	$100.59
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st	TBD	$121.72	$112.44	$123.65	NA	$102.16	$134.07	$131.65	NA	$103.36
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBD	$118.54	$109.19	$120.44	NA	$99.46	$130.59	$128.19	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3 87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3 50	$2.77	$3.50	$3.50	$3.50	$3.50	$3 50	$3 50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Electronic-1st	SOMAN	$38.48	NA	$37.96	$93 12	$50.25	$68.62	$69.34	$54.26	NA
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Electronic-Add'l	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$68.62	$69.34	$54.26	NA
NRC - OC48 - Interface- Incremental Cost - Manual Svc. Order vs. Electronic-1	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$68.62	$69.34	$54.26	NA
NRC - OC48 - Interface- Incremental Cost - Manual Svc Order vs. Electronic-A	SOMAN	$38.48	NA	$37.96	$93 12	$50.25	$68.62	$69.34	$54.26	NA
NRC - OC48 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-1st	SOMAN	$19.03	NA	$18.23	NA	$20.94	$28.59	$29.76	NA	NA
NRC - OC48 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-Add	SOMAN	$19.03	NA	$18.23	NA	$20.94	$28.59	$29.76	NA	NA
NRC - OC48-Interface-Incremental Cost-Manual Svc. Order vs. Elec-Disconne	SOMAN	$19.03	NA	$18.23	NA	$20.94	$28.59	$29.76	NA	NA
NRC - OC48-Interface-Incremental Cost-Manual Svc. Order vs. Elec-Disconne	SOMAN	$19.03	NA	$18.23	NA	$20.94	$28.59	$29.76	NA	NA
UNBUNDLED CHANNELIZATION										
DS3 Channelization (DS3 to DS1)										
per Channelized System (28 DS1) per month	MQ3	$225.36	$222.61	$184.02	$236.32	$245.84	$229.30	$226.81	$200.01	$222.98
NRC - 1st	MQ3	$265.87	$359.20	$268.81	$425.41	$259.76	$356.80	$351.95	$321.54	$265.08
NRC - Add'l	MQ3	$188.51	$299.24	$190.84	$303.33	$182.64	$247.40	$243.76	$234.30	$185.94
NRC -1st - Disconnect	MQ3	$71.76	$189.04	$73.29	NA	$60.96	$79.94	$77.90	NA	$61.09
NRC -Add'l - Disconnect	MQ3	$52.03	$186.37	$60.61	NA	$50.46	$65.20	$63.32	NA	$50.31
per Interface per month (COCI)	UC1D1	$17.22	$14.51	$11.14	$8.52	$7.55	$5 58	$4.61	$11.99	$3.91
NRC - 1st	UC1D1	$12.05	$13.26	$12.15	$15.86	$12.29	$15.85	$15.76	$12.05	$12.61
NRC - Add'l	UC1D1	$8.69	$9.50	$8.76	$11 36	$8.80	$11.35	$11.28	$8.68	$9.03
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2 77	$3.50	$3.50	$3.50	$3.50	$3.50	$3 50	$3 50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0 43	NA	NA	NA	NA	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	$15 61	NA	$14.91	$41.47	$19.74	$26.95	$28.13	$25 59	$21.71
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	$7.39	NA	$6.63	$11.99	$8.77	$11 98	$13.33	$8.92	$10.46
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	$11 67	NA	$10.82	NA	$12.43	$16.97	$18 26	NA	$14 21
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	$0.9469	NA	NA	NA	NA	NA	$1.48	NA	$1.46
DS1 Channelization (DS1 to DS0)										
per Channelized System (24 DS0) per month	MQ1	$136.82	$154.74	$127.60	$200 01	$209.87	$146.87	$177.72	$147.51	$165.21
NRC - 1st	MQ1	$197.98	$183.57	$200.38	$302.82	$193.63	$271.52	$267.19	$220.89	$197.21
NRC - Add'l	MQ1	$123.12	$126.16	$124.93	$184.20	$118.37	$164.56	$161.43	$137.15	$119.99
NRC -1sr - Disconnect	MQ1	$30.18	$19.68	$31.37	NA	$26.44	$36.38	$34.55	NA	$25.66

BELLSOUTH/KMC Telecom RATES
NETWORK ELEMENTS
AND OTHER SERVICES
TRANSPORT

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC -Add'l - Disconnect	MQ1	$18.86	$18.29	$19.97	NA	$16.83	$11.98	$21.14	NA	$15.81
- Interface (COCI)										
per OCU-DP(data) card per month (2 4-64kbs)	1D1DD	$1.66	$2.22	$1.88	$2.94	$3.12	$2.86	$2.88	$2.34	$2.46
NRC - 1st	1D1DD	$12.05	$13.26	$12.15	$15.86	$12.29	$15.85	$15.76	$12.05	$12.61
NRC - Add'l	1D1DD	$8.69	$9.50	$8.76	$11.36	$8.80	$11.35	$11.28	$8.68	$9.03
per BRITE card per month	UC1CA	$3.41	$3.86	$3.41	$4.04	$4.18	$3.88	$3.76	$4.21	$3.33
NRC - 1st	UC1CA	$12 05	$13 26	$12.15	$15.86	$12.29	$15.85	$15 76	$12.05	$12.61
NRC - Add'l	UC1CA	$8.69	$9 50	$8.76	$11.36	$8.80	$11.35	$11 28	$8 68	$9.03
per VG card per month (DS0)	1D1VG	$0.8586	$1.46	$1.18	$1.40	$1.62	$1.45	$1.64	$1.47	$1 25
NRC - 1st	1D1VG	$12.05	$13.26	$12.15	$15.86	$12.29	$15.85	$15.76	$12 05	$12.61
NRC - Add'l	1D1VG	$8.69	$9.50	$8.76	$11.36	$8.80	$11.35	$11.28	$8.68	$9.03
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3 50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMAN	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	$15.61	NA	$14.91	$41.47	$19.74	$26.95	$28.13	$25.59	$25.66
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	$7.39	NA	$6.63	$11 99	$8.77	$11.98	$13.33	$8 92	$15.81
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	$11 67	NA	$10.82	NA	$12.43	$16.97	$18.26	NA	$14.21
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	$0.9469	NA	NA	NA	NA	NA	$1 48	NA	$1.46
UNBUNDLED DARK FIBER										
Dark Fiber - Interoffice (four fiber strands) per route mile or fraction thereof, per mon	1L5DF	$25.80	$29.28	$24.96	$31.95	$32.28	$33 93	$29 86	$36.75	$28.60
NRC - Per each four-fiber dark fiber arrangement - 1st	UDF14	$1,739.00	$1,289	$1,737.00	$1,741.00	$1,746.00	$1,741.00	$1,738.00	$1,747.00	$1,742.00
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDF14	$563.09	$277.98	$562.39	$563.75	$565.20	$563.79	$562.82	$565.53	$564.08
NRC -Disconnect--1st	UDF14	NA	$592.25	NA	NA	NA	NA	NA	NA	NA
NRC -Disconnect--Add'l	UDF14	NA	$369.22	NA	NA	NA	NA	NA	NA	NA
Dark Fiber - Local Channel(four fiber strands) per route mile or fraction thereof, per	1L5DC	$70.82	$59.03	$54.63	$49.07	$64.72	$71.55	$56.47	$100.37	$60.06
NRC - Per each four-fiber dark fiber arrangement - 1st	UDFC4	$1,739.00	$1,289	$1,737.00	$1,741.00	$1,746.00	$1,741.00	$1,738.00	$1,747.00	$1,742.00
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDFC4	$563.09	$277 98	$562.39	$563.75	$565.20	$563.79	$562.82	$565.53	$564.08
NRC -Disconnect--1st	UDFC4	NA	$592 25	NA	NA	NA	NA	NA	NA	NA
NRC -Disconnect--Add'l	UDFC4	NA	$369 22	NA	NA	NA	NA	NA	NA	NA
Dark Fiber - Local Loop (four fiber strands) per route mile or fraction thereof, per mo	1L5DL	$70.82	$59.03	$54.63	$49.07	$64.72	$71 55	$56.47	$100.37	$60.06
NRC - Per each four-fiber dark fiber arrangement - 1st	UDFL4	$1,739.00	$1,289	$1,737 00	$1,741.00	$1,746.00	$1,741.00	$1,738.00	$1,747.00	$1,742.00
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDFL4	$563.09	$277.98	$562.39	$563.75	$565.20	$563.79	$562.82	$565.53	$564.08
NRC -Disconnect--1st	UDFL4	NA	$592.25	NA	NA	NA	NA	NA	NA	NA
NRC -Disconnect--Add'l	UDFL4	NA	$369.22	NA	NA	NA	NA	NA	NA	NA

BELLSOUTH/KMC Telecom RATES
NETWORK ELEMENTS
AND OTHER SERVICES
LOOP/PORT COMBINATIONS

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
UNBUNDLED LOOP COMBINATIONS										
Unbundled Loop/Port Combinations (Note 4)										
MARKET RATES - INCLUDING ALL VERTICAL FEATURES (Note 1)										
Density Zone 1 - Top 5 MSAs in BellSouth Region			Orlando, Ft. Lauderdale, Miami	Atlanta		New Orleans		Greensboro-Winston Salem-Highpoint/ Charlotte-Gastonia-Rock Hill		Nashville
Customers with 4 or more DS0 Equivalent										
Currently Combined (Note2)										
2-Wire Voice Grade Loop with 2-Wire Line Port (Res. and Bus.)										
2-Wire Voice Grade Line Port (Res.), per month										
2- wire voice unbundled port - residence	UEPRL	NA	$14.00	$14.00	NA	$14.00	NA	$14 00	NA	$14.00
2-wire voice unbundled port with caller ID - residence	UEPRC	NA	$14.00	$14.00	NA	$14.00	NA	$14 00	NA	$14 00
2-wire voice unbundled port outgoing only - residence	UEPRO	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	NA	$14 00	$14 00	NA	$14.00	NA	$14.00	NA	$14.00
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	$14 00	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	$14.00	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	$14.00	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	$14 00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	$14 00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	$14 00
2-wire voice unbundled res. low usage line port with Caller ID (LUM)	UEPAP	NA	$14 00	$14 00	NA	$14 00	NA	$14.00	NA	$14.00
2-Wire Voice Grade Line Port (Bus.), per month										
2-wire voice unbundled port without Caller ID	UEPBL	NA	$14.00	$14.00	NA	$14.00	NA	$14 00	NA	$14.00
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	NA	$14 00	$14 00	NA	$14.00	NA	$14 00	NA	$14 00
2-wire voice unbundled outgoing only port	UEPBO	NA	$14 00	$14 00	NA	$14 00	NA	$14.00	NA	$14 00
2-wire voice unbundled area plus port with Caller ID	UEPBM	NA	$14 00	$14.00	NA	$14 00	NA	$14.00	NA	$14.00
2-wire voice unbundled incoming only port with Caller ID	UEPB1	NA	$14 00	$14 00	NA	$14 00	NA	$14.00	NA	$14.00
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	$14.00	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	$14 00
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	$14 00
2-Wire Voice Grade Loop (SL1) (Res. and Bus.)										
RC - 2-Wire Voice Grade Loop - Statewide	UEPLX	NA	NA	NA	NA	NA	NA	$14.18	NA	NA
RC - 2-Wire Voice Grade Loop Zone 1	UEPLX	NA	$13.75	$10.80	NA	$14.05	NA	NA	NA	$15.92
RC - 2-Wire Voice Grade Loop Zone 2	UEPLX	NA	$20.13	$12.47	NA	$24.14	NA	NA	NA	$20.79
RC - 2-Wire Voice Grade Loop Zone 3	UEPLX	NA	$44.40	$19.83	NA	$49.30	NA	NA	NA	$27.18
Combination Rates										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	$28.18	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	NA	$27 75	$24.80	NA	$28.05	NA	NA	NA	$29.92
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	NA	$34.13	$26 47	NA	$38 14	NA	NA	NA	$34.79

BELLSOUTH/KMC Telecom RATES
NETWORK ELEMENTS
AND OTHER SERVICES
LOOP/PORT COMBINATIONS

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	NA	$56.40	$33.83	NA	$63.30	NA	NA	NA	$41.18
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch as is	TBD	NA	$41 50	$41 50	NA	$41 50	NA	$41.50	NA	$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch as is	TBD	NA	$41 50	$41 50	NA	$41 50	NA	$41.50	NA	$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch with change	TBD	NA	$41 50	$41 50	NA	$41 50	NA	$41.50	NA	$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch with change	TBD	NA	$41.50	$41.50	NA	$41.50	NA	$41.50	NA	$41 50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	TBD	NA	$10.00	$10.00	NA	$10.00	NA	$10 00	NA	$10 00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEC	NA	$3.50	$3 50	NA	$3 50	NA	$3.50	NA	$3 50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs Electronic - 1st	SOMAN	NA	$19 99	$33 76	NA	$31 92	NA	$40.18	NA	$30.89
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - Add'l	SOMAN	NA	$19.99	$7 86	NA	$7.32	NA	$9.45	NA	$7 03
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	NA	TBD	TBD	NA	$2 11	NA	$1.42	NA	TBD
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	NA	TBD	TBD	NA	$5.12	NA	$10.27	NA	TBD
NRC - Incremental Manual Service Order Disconnect	TBD	NA	$20.00	$20.00	NA	$20.00	NA	$20 00	NA	$20 00
2- Wire Voice Grade Loop - Bus Only with 2 -Wire DID Trunk Port										
2 - Wire Line Port - DID Trunk Port, per month	UEPD1	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
2-Wire Voice Grade Loop (SL2)										
RC - 2-Wire Voice Grade Loop - Statewide	UECD1	NA	NA	NA	NA	NA	NA	$11 76	NA	NA
RC - 2-Wire Voice Grade Loop Zone 1	UECD1	NA	$18 28	$16 84	NA	$17 65	NA	NA	NA	$15 92
RC - 2-Wire Voice Grade Loop Zone 2	UECD1	NA	$22.34	$19.45	NA	$30.32	NA	NA	NA	$20.79
RC - 2-Wire Voice Grade Loop Zone 3	UECD1	NA	$27.97	$30.92	NA	$61.93	NA	NA	NA	$27.18
Combination Rates										
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Statewide	Note 8	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 1 (Note 6)	Note 8	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 2 (Note 6)	Note 8	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 3 (Note 6)	Note 8	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
NRC- 2- Wire Voice Grade Loop with 2- Wire Line Port - 1st	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC- 2- Wire Voice Grade Loop with 2- Wire Line Port - Add'l	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	NA	$3.50	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC- 2- Wire Voice Grade Loop with 2- Wire Line Port - Incremental Cost- Manual Service Order - 1st	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC- 2- Wire Voice Grade Loop with 2- Wire Line Port - Incremental Cost- Manual Service Order - Add'l	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port										
2-wire ISDN Digital Port, per month	UEPPB	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
2-Wire ISDN Digital Grade Loop										
RC - 2-Wire ISDN Digital Grade Loop - Statewide	USL2X	NA	NA	NA	NA	NA	NA	$19.08	NA	NA
RC - 2-Wire ISDN Digital Grade Loop - Zone 1	USL2X	NA	$32.34	$21.89	N A	$21 15	N A	NA	N A	$15.92
RC - 2-Wire ISDN Digital Grade Loop - Zone 2	USL2X	NA	$47 35	$25.27	NA	$36 32	NA	NA	NA	$20.79
RC - 2-Wire ISDN Digital Grade Loop - Zone 3	USL2X	NA	$104 47	$40 17	NA	$74.19	NA	NA	NA	$27.18
Combination Rates										
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA		NA	NA
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 1	Note 8	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 2	Note 8	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 3	Note 8	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - 1st conversion	USACB	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Add'l conversion	USACB	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Non Feature Subsequent Activity	USASB	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	NA	$3 50	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port					NA		NA		NA	
4 - Wire ISDN DS1 Digital Trunk Port	UEPPP	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
4 - Wire DS1 Digital Loop		NA								
RC - 4- Wire DS1 Digital Loop- Statewide	USL4P	NA	NA	NA	NA	NA	NA	$62 71	NA	NA
RC - 4- Wire DS1 Digital Loop- Zone 1	USL4P	NA	$64 69	$55 53	NA	$56 32	NA	NA	NA	$57.73
RC - 4- Wire DS1 Digital Loop- Zone 2	USL4P	NA	$94.71	$64.13	NA	$96.73	NA	NA	NA	$75.40
RC - 4- Wire DS1 Digital Loop- Zone 3	USL4P	NA	$208.93	$101 93	NA	$197.57	NA	NA	NA	$98 59
Combination Rates										
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	TBD	NA	NA
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 1	Note 8	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 2	Note 8	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 3	Note 8	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - 1st conversion	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Add'l conversion	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Channel Activation - Per Channel	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Inward/2way Telephone Numbers	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Outward Telephone Numbers	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Inward Telephone Numbers	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Service Order Per Order	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	NA	$3 50	$3 50	$3 50	$3.50	$3 50	$3.50	$3.50	$3 50
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port							NA			
4 - Wire DID Trunk Port	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
4 - Wire DS1 Digital Loop										
RC - 4- Wire DS1 Digital Loop- Statewide	TBD	NA	NA	NA	NA	NA	NA	$62 71	NA	NA
RC - 4- Wire DS1 Digital Loop- Zone 1	TBD	NA	$64.69	$55 53	NA	$56.32	NA	NA	NA	$57.73
RC - 4- Wire DS1 Digital Loop- Zone 2	TBD	NA	$94.71	$64 13	NA	$96.73	NA	NA	NA	$75.40
RC - 4- Wire DS1 Digital Loop- Zone 3	TBD	NA	$208.93	$101.93	NA	$197.57	NA	NA	NA	$98.59
RC - 4-Wire DS1 Digital Loop with 4-wire DID Trunk Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	TBD	NA	NA
RC - 4-Wire DS1 Digital Loop with 4-wire DID Trunk Port - Zone 1	Note 8	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
RC - 4-Wire DS1 Digital Loop with 4-wire DID Trunk Port - Zone 2	Note 8	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
RC - 4-Wire DS1 Digital Loop with 4-wire DID Trunk Port - Zone 3	Note 8	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - 1st	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Addl	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DIDTrunk Port - Subsequent Channel Activation - Per Channel	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Telephone Numbers	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Signaling Changes	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Service Order Per Order	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	NA	$3 50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
2-Wire Voice Grade Loop with 2-Wire Line Port PBX										
2-Wire Analog Line Port (PBX), per month										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	NA	$14.00	$14.00	NA	$14.00	NA	$14 00	NA	$14 00
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14 00
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	NA	$14.00	$14.00	NA	$14.00	NA	$14 00	NA	$14 00
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	NA	$14.00	$14.00	NA	$14 00	NA	$14 00	NA	$14 00
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	$14 00	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	NA	$14.00	$14.00	NA	$14 00	NA	$14.00	NA	$14 00
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	$14 00
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	NA	$14.00	$14.00	NA	$14.00	NA	$14 00	NA	$14 00
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14 00
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	NA	$14.00	$14.00	NA	$14.00	NA	$14 00	NA	$14 00
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	NA	$14.00	$14.00	NA	$14.00	NA	$14 00	NA	$14 00
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	NA	$14.00	$14 00	NA	$14 00	NA	$14.00	NA	$14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	$14.00	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	NA	$14 00	$14.00	NA	$14.00	NA	$14 00	NA	$14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	NA	$14.00	$14 00	NA	$14.00	NA	$14.00	NA	$14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	NA	$14 00	$14 00	NA	$14 00	NA	$14.00	NA	$14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	$14.00	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	NA	$14.00	$14 00	NA	$14.00	NA	$14.00	NA	$14 00
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	$14 00
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP									
2-Wire Voice Grade Loop (SL1)										
RC - 2- Wire Voice Grade Loop - Statewide	UEPLX	NA	NA	NA	NA	NA	NA	$14.18	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
RC - 2- WireVoice Grade Loop - Zone 1	UEPLX	NA	$13.75	$10.80	NA	$14.05	NA	NA	NA	$15.92
RC - 2- Wire Voice Grade Loop - Zone 2	UEPLX	NA	$20.13	$12.47	NA	$24.14	NA	NA	NA	$20 79
RC - 2- Wire Voice Grade Loop - Zone 3	UEPLX	NA	$44.40	$19 83	NA	$48.30	NA	NA	NA	$27 18
RC - 2- Wire Voice Grade Loop - Zone 4	UEPLX	NA	NA	NA	NA	NA	NA	NA	NA	NA
Combination Rates										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	$28.18	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	NA	$27.75	$24 80	NA	$28.05	NA	NA	NA	$29.92
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	NA	$34 13	$26.47	NA	$38.14	NA	NA	NA	$34 79
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	NA	$58 40	$33.83	NA	$63.30	NA	NA	NA	$41 18
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch as is	TBD	NA	$41.50	$41.50	NA	$41.50	NA	$41.50	NA	$41 50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch as is	TBD	NA	$41.50	$41.50	NA	$41.50	NA	$41.50	NA	$41 50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch with change	TBD	NA	$41.50	$41.50	NA	$41.50	NA	$41 50	NA	$41 50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch with change	TBD	NA	$41.50	$41.50	NA	$41.50	NA	$41 50	NA	$41 50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	TBD	NA	$10.00	$10 00	$10 00	$10.00	NA	$10.00	NA	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	NA	$3.50	$3 50	NA	$3.50	NA	$3 50	NA	$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - 1st	SOMAN	NA	$19.99	$33.67	NA	$31.92	NA	$40 18	NA	$30 89
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - Add'l	SOMAN	NA	$19.99	$7 88	NA	$7 32	NA	$9.45	NA	$7.03
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update Electronic	TBD	NA	TBD	TBD	NA	$2 11	NA	$1 42	NA	TBD
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update Manual Service Order	TBD	NA	TBD	TBD	NA	$5.12	NA	$10 27	NA	TBD
NRC - Incremental Manual Service Order Disconnect	TBD	NA	$20 00	$20.00	NA	$20 00	NA	$20.00	NA	$20.00
NRCs for New (not Currently Combined) in Georgia:										
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st	TBD	NA	NA	$90.00	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l	TBD	NA	NA	$90.00	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	TBD	NA	NA	$10.00	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - 1st	TBD	NA	NA	$8 45	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - Add'l	TBD	NA	NA	$3.91	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - 1st	TBD	NA	NA	$37.06	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Add'l	TBD	NA	NA	$8.19	NA	NA	NA	NA	NA	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update Electronic	TBD	NA	NA	TBD	NA	NA	NA	NA	NA	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update Manual Service Order	TBD	NA	NA	TBD	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs Electronic - New - Disconnect	TBD	NA	NA	$11.17	NA	NA	NA	NA	NA	NA
COST BASED RATES (Notes 2 & 3)										
Currently Combined										
2-Wire Voice Grade Loop with 2-Wire Line Port										
2-Wire Voice Grade Line Port (Res.), per month										
2- wire voice unbundled port - residence	UEPRL	$2.20	$2.00	$1.79	$2 61	$2.55	$2.12	$2.28	$3 69	$1.90
2-wire voice unbundled port with caller ID - residence	UEPRC	$2.20	$2 00	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$1.90
2-wire voice unbundled port outgoing only - residence	UEPRO	$2 20	$2 00	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$1.90
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	$2.20	$2.00	$1.79	$2 61	$2.55	$2.12	$2.28	$3.69	$1.90
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	$2 00	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	$2.55	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	$2 55	NA	NA	NA	NA

BELLSOUTH/KMC Telecom RATES
NETWORK ELEMENTS
AND OTHER SERVICES
LOOP/PORT COMBINATIONS

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	$3.69	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	$1 90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	$1 90
2-wire voice unbundled res, low usage line port with Caller ID (LUM)	UEPAP	$2 20	$2.00	$1.79	$2.61	$2.55	$2.12	$2 28	$3.69	$1.90
2-Wire Voice Grade Line Port (Bus.), per month										
2-wire voice unbundled port without Caller ID	UEPBL	$2.20	$2 00	$1.79	$2.61	$2.55	$2 12	$2 28	$3.69	$1.90
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	$2.20	$2.00	$1.79	$2.61	$2 55	$2.12	$2.28	$3.69	$1.90
2-wire voice unbundled outgoing only port	UEPBO	$2.20	$2.00	$1.79	$2.61	$2.55	$2.12	$2 28	$3 69	$1.90
2-wire voice unbundled area plus port with Caller ID	UEPBM	$2.20	$2.00	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$1.90
2-wire voice unbundled incoming only port with Caller ID	UEPB1	$2 20	$2 00	$1.79	$2.61	$2.55	$2 12	$2.28	$3.69	$1.90
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	$2.55	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	$3 69	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	$1 90
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	$1 90
2-Wire Voice Grade Loop (SL1)										
RC - 2- Wire Voice Grade Loop - Statewide	UEPLX	NA	NA	NA	NA	NA	NA	$14.18	NA	NA
RC - 2- Wire Voice Grade Loop - Zone 1	UEPLX	$14.35	$13.75	$10 80	$14.79	$14.05	$14.59	NA	$17 02	$15.92
RC - 2- Wire Voice Grade Loop - Zone 2	UEPLX	$23.31	$20.13	$12 47	$27.68	$24.14	$19.33	NA	$25 66	$20.79
RC - 2- Wire Voice Grade Loop - Zone 3	UEPLX	$42.24	$44.40	$19 83	$47.78	$49.30	$27.63	NA	$33.99	$27.18
RC - 2- Wire Voice Grade Loop - Zone 4	UEPLX	NA	NA	NA	NA	NA	$36.47	NA	NA	NA
Combination Rates										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	$16.46	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	$16 55	$15.75	$12.59	$17.40	$16 60	$16.71	NA	$20.71	$17 84
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	$25 51	$22.13	$14.26	$30.29	$26.69	$21.45	NA	$29.35	$22 69
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	$44 44	$46.40	$21.62	$50.39	$51.85	$29.75	NA	$37.68	$29 08
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	Note 8	NA	NA	NA	NA	NA	$38.59	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch as is	USAC2	$2 80	$1 46	$2.01	$10 00	$3.80	$5.20	$2 77	$1 59	$1.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch as is	USAC2	$0 41	$0 93	$0.3108	$10 00	$0 29	$0.41	$0.40	$0 40	$0 2886
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch with change	USACC	$2 80	$1 46	$2.01	$10 00	$3 80	$5.20	$2 77	$1 59	$1.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch with change	USACC	$0.41	$0.93	$0.3108	$10.00	$0.29	$0.41	$0.40	$0.40	$0.2886
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	$10 00	$10 00	$10.00	$10.00	$10 00	$10 00	$10 00	$10.00	$10 00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3 50	$3.50	$3.50	$3 50	$3.50	$3.50	$3 50	$3.50	$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - 1st	SOMAN	$40 71	$19 99	$33 67	$19 99	$31 92	$43 52	$40.18	$43.19	$30.89
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs Electronic - Add'l	SOMAN	$9 58	$19 99	$7.88	$19 99	$7.32	$9.99	$9.45	$9.91	$7.03
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update Electronic	TBD	$1.44	TBD	TBD	TBD	$2.11	$2.87	$1.42	$0.71	$0 76
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update Manual Service Order	TBD	$8 25	TBD	TBD	TBD	$5.12	$6.88	$10 27	$8 91	$7.97
NRC - Incremental Manual Service Order Disconnect	TBD	$20.00	$20 00	$20 00	$20.00	$20 00	$20.00	$20.00	$20.00	$20.00
NRCs for New (not Currently Combined) as ordered in Georgia:										
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	TBD	NA	NA	$22.14	NA	NA	NA	NA	NA	NA

BELLSOUTH/KMC Telecom RATES
NETWORK ELEMENTS
AND OTHER SERVICES
LOOP/PORT COMBINATIONS

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	TBD	NA	NA	$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	NA	NA	$10.00	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - 1st	TBD	NA	NA	$8.45	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - Add'l	TBD	NA	NA	$3.91	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - 1st	TBD	NA	NA	$37.06	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Add'l	TBD	NA	NA	$8.19	NA	NA	NA	NA	NA	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update Electronic	TBD	NA	NA	TBD	NA	NA	NA	NA	NA	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update Manual Service Order	TBD	NA	NA	TBD	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs Electronic - New - Disconnect	TBD	NA	NA	$11.17	NA	NA	NA	NA	NA	NA
2- Wire Voice Grade Loop - Bus Only with 2 -Wire DID Trunk Port	UEPD1	TBD	$9.60	$11.35	TBD	$13.12	$14.63	$12 12	TBD	$8 78
2 - Wire Line Port - DID Trunk Port, per month										
2-Wire Voice Grade Loop (SL2)	UECD1	NA	NA	NA	NA	NA	NA	$11 76	NA	NA
RC - 2- Wire Voice Grade Loop - Statewide	UECD1	$17.95	$18 28	$16 84	$17 27	$17 65	$18.35	NA	$21.57	$15.92
RC - 2- Wire Voice Grade Loop - Zone 1	UECD1	$29.16	$22 34	$19.45	$32.32	$30.32	$24.33	NA	$32.53	$20.79
RC - 2- Wire Voice Grade Loop - Zone 2	UECD1	$52.84	$27 97	$30 92	$55.78	$61 93	$34.77	NA	$43.08	$27.18
RC - 2- Wire Voice Grade Loop - Zone 3	UECD1	NA	NA	NA	NA	NA	$45.88	NA	NA	NA
RC - 2- Wire Voice Grade Loop - Zone 4										
Combination Rates	Note 8	NA	NA	NA	NA	NA	NA	$23.79	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Statewide	Note 8	TBD	$27.88	$28.19	TBD	$30.77	TBD	NA	TBD	$24 70
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 1 (Note 6)	Note 8	TBD	$31 94	$30 80	TBD	$43.44	TBD	NA	TBD	$29.57
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 2 (Note 6)	Note 8	TBD	$37 57	$42 27	TBD	$75.05	TBD	NA	TBD	$35.96
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 3 (Note 6)	Note 8	NA	NA	NA	NA	NA	TBD	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone4 (Note 6)	TBD	TBD	$14.73	$14 73	TBD	TBD	TBD	$13 26	TBD	$8.76
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - 1st	TBD	TBD	$3.76	$3.76	TBD	TBD	TBD	$8.39	TBD	$5.75
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - Addl										
NRC for New (not currently Combined) as ordered in Georgia	TBD	NA	NA	$158 08	NA	NA	NA	NA	NA	NA
(NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - 1st	TBD	NA	NA	$140 01	NA	NA	NA	NA	NA	NA
(NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - Addl										
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3 50	$3 50	$3.50	$3.50	$3.50	$3.50	$3.50	$3 50	$3.50
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - Incremental Cost- Manual Service Order - 1st	TBD	TBD	TBD	$37 88	TBD	TBD	TBD	$53.89	TBD	$41.43
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - Incremental Cost- Manual Service Order - Addl	TBD	TBD	TBD	$16.84	TBD	TBD	TBD	$11.34	TBD	$9 80
2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port	UEPPB	$16.42	$13.00	$13 47	$12.33	$23 33	$51 91	$24.37	$33.74	$18 21
2-wire ISDN Digital Port per month										
2-Wire ISDN Digital Grade Loop	USL2X	NA	NA	NA	NA	NA	NA	$19 08	NA	NA
RC - 2-Wire ISDN Digital Grade Loop - Statewide	USL2X	$23.23	$32 34	$21.89	$23 66	$21 15	$21 86	NA	$26.68	$15.92
RC - 2-Wire ISDN Digital Grade Loop - Zone 1	USL2X	$37.74	$47 35	$25 27	$44 28	$36 32	$28 97	NA	$40 24	$20.79
RC - 2-Wire ISDN Digital Grade Loop - Zone 2	USL2X	$68.38	$104.47	$40 17	$76.42	$74 19	$41.40	NA	$53.29	$27.18
RC - 2-Wire ISDN Digital Grade Loop - Zone 3	USL2X	NA	NA	NA	NA	NA	$54 64	NA	NA	NA
RC - 2-Wire ISDN Digital Grade Loop - Zone 4										
Combination Rates	Note 8	NA	NA	NA	NA	NA	NA	$43.45	NA	NA
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Statewide	Note 8	$39.65	$45.34	$35.36	$35.99	$44.48	$73.77	NA	$60.42	$34.13
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 1	Note 8	$54.16	$60.35	$38.74	$56.61	$59.65	$80.78	NA	$73.98	$39.00
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 2										

BELLSOUTH/KMC Telecom RATES
NETWORK ELEMENTS
AND OTHER SERVICES
LOOP/PORT COMBINATIONS

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 3	Note 8	$84 80	$117.47	$53.64	$88.75	$97.52	$93.31	NA	$87.03	$45 39
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 4	Note 8	NA	NA	NA	NA	NA	$106.55	NA	NA	NA
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - 1st conversion	USACB	TBD	$3.02	TBD	TBD	TBD	TBD	$174 35	TBD	$117 23
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Add'l conversion	USACB	TBD	$2 49	TBD	TBD	TBD	TBD	$174.35	TBD	$117.23
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Non Feature Subsequent Activity	USASB	TBD	TBD	TBD	TBD	TBD	TBD	$286.15	TBD	$212.88
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50	$3.50	$3 50	$3 50	$3.50	$3 50	$3 50	$3.50	$3 50
4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port										
4 - Wire ISDN DS1 Digital Trunk Port	UEPPP	$186 02	$125.00	$163.16	$275 48	$194.72	$213.21	$179 01	$214.79	$78 40
4 - Wire DS1 Digital Loop										
RC - 4- Wire DS1 Digital Loop- Statewide	USL4P	NA	NA	NA	NA	NA	NA	$62.71	NA	NA
RC - 4- Wire DS1 Digital Loop- Zone 1	USL4P	$51 74	$64.69	$55.53	$50.26	$56.32	$50.99	NA	$59.61	$57 73
RC - 4- Wire DS1 Digital Loop- Zone 2	USL4P	$84 05	$94.71	$64 13	$94.06	$96.73	$67.58	NA	$89.90	$75 40
RC - 4- Wire DS1 Digital Loop- Zone 3	USL4P	$152.29	$208.93	$101.93	$162.34	$197.57	$96.58	NA	$119.06	$98 59
RC - 4-Wire DS1 Digital Loop - Zone 4	USL4P	NA	NA	NA	NA	NA	$127.47	NA	NA	NA
Combination Rates										
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	$241.72	NA	NA
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 1	Note 8	$237.76	$189 69	$218 69	$325.74	$251.04	$264 20	NA	$274.40	$136.13
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 2	Note 8	$270.07	$219.71	$227.29	$369.54	$291.45	$280 79	NA	$304 69	$153.80
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 3	Note 8	$338 31	$333.93	$265.09	$437 82	$392 29	$309 79	NA	$333.85	$176.99
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 4	Note 8	NA	NA	NA	NA	NA	$340 68	NA	NA	NA
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - 1st conversion	USACP	TBD	$2 00	TBD	TBD	TBD	TBD	$481.51	TBD	$328.53
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Add'l conversion	USACP	TBD	$1.22	TBD	TBD	TBD	TBD	$481.51	TBD	$328.53
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Channel Activation - Per Channel	USASP	TBD	$29.28	TBD	TBD	TBD	TBD	$36 92	TBD	$28 39
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Inward/2-way Telephone Numbers	PR7TG	TBD	$0.99	TBD	TBD	TBD	TBD	$1.17	TBD	$0.9353
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Outward Telephone numbers	PR7TP	TBD	$23.20	TBD	TBD	TBD	TBD	$28.17	TBD	$22.36
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Inward Telephone Numbers	PR7ZT	TBD	$46 41	TBD	TBD	TBD	TBD	$56.33	TBD	$44.71
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Service Order Per Order	USASP	TBD	TBD	TBD	TBD	TBD	TBD	$255.25	TBD	$189.76
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50	$3.50	$3 50	$3 50	$3.50	$3 50	$3.50	$3.50	$3 50
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port										
4 - Wire DID Trunk Port	TBD	TBD	$63 85	$120 80	TBD	$149 27	$146 46	$123.52	TBD	$35.55
4 - Wire DS1 Digital Loop										
4 - Wire DS1 Digital Loop - Statewide	TBD	NA	NA		NA	NA	NA	$62 71	NA	NA
4 - Wire DS1 Digital Loop - Zone 1	TBD	$51.74	$64 69	$55.53	$50.26	$56.32	$50.99	NA	$59.61	$57.73
4 - Wire DS1 Digital Loop - Zone 2	TBD	$84.05	$94.71	$64.13	$94.06	$96.73	$67.58	NA	$89.90	$75.40
4 - Wire DS1 Digital Loop - Zone 3	TBD	$152.29	$208.93	$101.93	$162.34	$197.57	$96.58	NA	$119 06	$98.59
4 - Wire DS1 Digital Loop - Zone 4	TBD	NA	NA	NA	NA	NA	$127 47	NA	NA	NA
Combination Rates										
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	$186.23	NA	NA
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 1	Note 8	TBD	$128.54	$176 33	TBD	$205.59	$197.45	NA	TBD	$93 28
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 2	Note 8	TBD	$158.56	$184.93	TBD	$246.00	$214.04	NA	TBD	$110.95
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 3	Note 8	TBD	$272.78	$222.73	TBD	$346.84	$243.04	NA	TBD	$134.14
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 4	Note 8	NA	NA	NA	NA	NA	$273.93	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - 1st	TBD	TBD	TBD	$320.64	TBD	TBD	TBD	$490 38	TBD	$312 91
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Add'l	TBD	TBD	TBD	$320.64	TBD	TBD	TBD	$490 38	TBD	$312 91
NRCs for New(not Currently Combined) as ordered in Georgia										
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - 1st	TBD	NA	NA	$513 42	NA	NA	NA	NA	NA	
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Add'l	TBD	NA	NA	$320 64	NA	NA	NA	NA	NA	
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DIDTrunk Port - Subsequent Channel Activation - Per Channel	TBD	TBD	TBD	TBD	TBD	TBD	TBD	$146.91	TBD	$108.67
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Telephone Numbers	TBD	TBD	TBD	TBD	TBD	TBD	TBD	$120.96	TBD	$88.68
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Signaling Changes	TBD	TBD	TBD	TBD	TBD	TBD	TBD	$29.65	TBD	$22 92
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Service Order Per Order	TBD	TBD	TBD	TBD	TBD	TBC	TBD	$127 63	TBD	$94 88
NRC - 4-Wire DS1 Digital Loop with 4-Wire DID Trunk Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC- 4-Wire DS1 Digital Loop with 4-Wire DID Trunk Port - Incremental Cost- Manual Service Order - 1st	TBD	TBD	TBD	$37.88	TBD	TBD	TBD	TBD	TBD	TBD
NRC- 4-Wire DS1 Digital Loop with 4-Wire DID Trunk Port - Incremental Cost- Manual Service Order - Add'l	TBD	TBD	TBD	$16.84	TBD	TBD	TBD	TBD	TBD	TBD
2-Wire Voice Grade Loop with 2-Wire Line Port PBX										
2-Wire Analog Line Port (PBX), per month										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$2.20	$2 00	$1.79	$2 61	$2.55	$2.12	$2.28	$3.69	$1.90
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$2 20	$2.00	$1.79	$2.61	$2 55	$2 12	$2.28	$3.69	$1.90
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$2.20	$2.00	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$1.90
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$2.20	$2 00	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	$2.20	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	$2.55	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$2.20	$2.00	$1 79	$2 61	$2.55	$2.12	$2.28	$3 69	$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	$1 90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$2.20	$2.00	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$1.90
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$2.20	$2 00	$1.79	$2.61	$2 55	$2.12	$2.28	$3.69	$1.90
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$2.20	$2.00	$1 79	$2.61	$2.55	$2.12	$2.28	$3.69	$1.90
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$2.20	$2.00	$1.79	$2.61	$2 55	$2.12	$2.28	$3.69	$1.90
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$2 20	$2 00	$1 79	$2 61	$2.55	$2 12	$2.28	$3.69	$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	$2 61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	$2 61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	$2 61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	$2.55	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$2.20	$2 00	$1.79	$2 61	$2.55	$2.12	$2.28	$3.69	$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	$2 20	$2 00	$1.79	$2.61	$2.55	$2 12	$2.28	$3.69	$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$2.20	$2.00	$1 79	$2 61	$2.55	$2.12	$2.28	$3 69	$1 90

BELLSOUTH/KMC Telecom RATES
NETWORK ELEMENTS
AND OTHER SERVICES
LOOP/PORT COMBINATIONS

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	$2.55	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	$2.12	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	$2 12	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$2 20	$2.00	$1.79	$2 61	$2 55	$2.12	$2.28	$3.69	$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	$3 69	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	$1 90
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	$1.90
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP									
2-Wire Voice Grade Loop (SL1)										
RC - 2- Wire Voice Grade Loop - Statewide	UEPLX	NA	NA	NA	NA	NA	NA	$14.18	NA	NA
RC - 2- Wire Voice Grade Loop - Zone 1	UEPLX	$14 35	$13 75	$10 80	$14.79	$14 05	$14.59	NA	$17.02	$15.92
RC - 2- Wire Voice Grade Loop - Zone 2	UEPLX	$23.31	$20 13	$12 47	$27.68	$24.14	$19.33	NA	$25.66	$20.79
RC - 2- Wire Voice Grade Loop - Zone 3	UEPLX	$42.24	$44 40	$19.83	$47.78	$49 30	$27.63	NA	$33.99	$27.18
RC - 2- Wire Voice Grade Loop - Zone 4	UEPLX	NA	NA	NA	NA	NA	$36.47	NA	NA	NA
Combination Rates										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	$16 46	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	$16 55	$15.75	$12.59	#VALUE!	$16.60	$16.71	NA	$20 71	$17 84
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	$25 51	$22.13	$14.26	#VALUE!	$26 69	$21.45	NA	$29.35	$22.69
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	$44 44	$46.40	$21.62	#VALUE!	$51 85	$29.75	NA	$37.68	$29 08
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	Note 8	NA	NA	NA	NA	NA	$38 59	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch as is	USAC2	$2.80	$1 46	$2.01	$10 00	$3 80	$5.20	$2.77	$1 59	$1.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch as is	USAC2	$0.41	$0.93	$0 3108	$10.00	$0.29	$0.41	$0.40	$0.40	$0.2886
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch with change	USACC	$2.80	$1.46	$2 01	$10.00	$3.80	$5 20	$2.77	$1.59	$1 03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch with change	USACC	$0.41	$0.93	$0 3108	$10.00	$0.29	$0 41	$0.40	$0 40	$0.2886
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	$10.00	$10 00	$10.00	$10.00	$10 00	$10 00	$10 00	$10.00	$10 00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3 50	$3 50	$3.50	$3.50	$3 50	$3.50	$3.50	$3 50	$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	SOMAN	$40 71	$19.99	$33.67	$19.99	$31.92	$43.52	$40 18	$43.19	$30 89
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	SOMAN	$9.58	$19.99	$7 88	$19.99	$7.32	$0 99	$9.45	$9.91	$7 03
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update Electronic	TBD	$1 44	TBD	TBD	TBD	$2.11	$2.87	$1 42	$0 71	$0 76
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update Manual Service Order	TBD	$8.25	TBD	TBD	TBD	$5.12	$6.88	$10.27	$8.91	$7.97
NRC - Incremental Manual Service Order Disconnect	TBD	$20 00	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	$20 00
NRCs for New (not Currently Combined) as ordered in Georgia:										
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	TBD	NA	NA	$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	TBD	NA	NA	$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	NA	NA	$10 00	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - 1st	TBD	NA	NA	$8 45	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - Add'l	TBD	NA	NA	$3 91	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - 1st	TBD	NA	NA	$37.06	NA	NA	NA	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Add'l	TBD	NA	NA	$8 19	NA	NA	NA	NA	NA	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	NA	NA	TBD	NA	NA	NA	NA	NA	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	NA	NA	TBD	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Disconnect	TBD	NA	NA	$11.17	NA	NA	NA	NA	NA	NA
All Other Loop/Port Combinations	TBD	TBD	TBD	Note 2	TBD	TBD	TBD	TBD	TBD	TBD
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX									

NOTES:

1. Market Rates will apply in those areas where BellSouth is not required to provide circuit switching pursuant to FCC rules.
2. In Georgia, rates will apply for Currently Combined as well as not Currently Combined loop/port combinations unless otherwise identified.
3. In the absence of ordered rates by a State Commission, the recurring rates for Currently Combined combinations of loop/port network elements will be the sum of the recurring rates for the UNEs which make up the combinations, and the nonrecurring rates shall be as set forth in this section.
4. Usage and Common Transport rates associated with the stand-alone UNE port elements will apply to all combinations of loop/port network elements.
5. Deleted
6. Effective May 1, 2000 statewide rates will be replaced by Deaveraged Loop Rates by Zone where available Until approximately December 31, 2000 or until such time that BellSouth billing systems have been developed to handle the new zone rate structure, BellSouth will bill at the Zone 1 Deaveraged Loop rate level only. After December 31, 2000 or such time that the billing systems have been developed to handle the new zone rate structure, BellSouth will begin billing pursuant to CLEC-1's interconnection agreement.
7. In the absence of ordered OSS rates by a state commission, BellSouth will offer regionwide rates
8. There is not a unique combination USOC CLEC should submit the loop and port USOCs

ENHANCED EXTENDED LINKS (EELs)										
New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].										
DS1 Interoffice Channel and 2-wire VG Local Loop EEL:	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
Recurring Charges										
2-wire VG Loop per month, statewide	UEAL2	NA	$17 00	$16.51	NA	$19.35	NA	$19.50	NA	$18.00
2-wire VG Loop per month, Zone 1 (Note 1)	TBD	NA	$13.75	$16.84	NA	$17 65	NA	TBD	NA	$15 92
2-wire VG Loop per month, Zone 2 (Note 1)	TBD	NA	$20.13	$19.45	NA	$30.32	NA	TBD	NA	$20.79
2-wire VG Loop per month, Zone 3 (Note 1)	NA	NA	$44 40	$30.92	NA	$61.93	NA	TBD	NA	$27.18
2-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	$0.2035	$0.31	NA	$0.78	NA	$0.78	NA	$0 35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	$93.31	$63.39	NA	$93.40	NA	$93.40	NA	$75.83
DS1 Channelized System per month	MQ1	NA	$154.74	$127.60	NA	$209.87	NA	$209.87	NA	$165 21
VG (COCI) interface card per month	1D1VG	NA	$1.46	$1.18	NA	$1.62	NA	$1.62	NA	$1.25
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	NA	$370.81	$169.57	NA	$160.49	NA	$217.17	NA	$165 53
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	NA	$247.73	$112.77	NA	$123 03	NA	$163.75	NA	$124 84
NRC-2-wire VG Local Loop - 1st	UEAL2	NA	$271.29	$122 51	NA	$128.42	NA	$142.97	NA	$103.76
NRC-2-wire VG Local Loop - Add'l	UEAL2	NA	$104.90	$81 48	NA	$93.60	NA	$106.56	NA	$65.84
NRC-DS1 Channelization System -1st	MQ1	NA	$127.67	$138.85	NA	$220.07	NA	$193 63	NA	$222 87
NRC-DS1 Channelization System - Add'l	MQ1	NA	$29.75	$92.34	NA	$135.20	NA	$118.37	NA	$135.80
NRC-VG(COCI)interface card -1st	1D1VG	NA	$12.26	$12.15	NA	$12.29	NA	$15.76	NA	$12.61
NRC-VG(COCI)interface card - Add'	1D1VG	NA	$8.84	$8 76	NA	$8 80	NA	$11.28	NA	$9.03
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - E	SOMEC	NA	$3.20	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - M	SOMAN	NA	$25.60	NA	NA	NA	NA	NA	NA	$19.99
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - M	SOMAN	NA	NA	$34.00	NA	$242.20	NA	$66 20	NA	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - M	SOMAN	NA	NA	$27.79	NA	$153.37	NA	$51.40	NA	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - M	SOMAN	NA	NA	$20.10	NA	$45.91	NA	NA	NA	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - M	SOMAN	NA	NA	$11.98	NA	$8.06	NA	NA	NA	NA
DS1 Interoffice Channel and 4-wire VG Local Loop EEL:										
Recurring Charges										
4-wire VG Loop per month, statewide	UEAL4	NA	$30.00	$25.86	NA	$31.52	NA	$27.49	NA	$18.00
4-wire VG Loop per month, Zone 1 (Note 1)	TBD	NA	$24.26	$22.26	NA	$24.36	NA	NA	NA	$15.92
4-wire VG Loop per month, Zone 2 (Note 1)	TBD	NA	$35.51	$78.35	NA	$41.85	NA	NA	NA	$20.79
4-wire VG Loop per month, Zone 3 (Note 1)	TBD	NA	$78.35	$0.00	NA	$86 47	NA	NA	NA	$27 18
4-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	$0.2035	$0.31	NA	$0.78	NA	$0.08	NA	$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	$93.31	$63 39	NA	$93 40	NA	$71 29	NA	$75 83
DS1 Channelized System per month	MQ1	NA	$154.74	$18.23	NA	$209.87	NA	$177.72	NA	$165.21
VG (COCI) interface card per month	1D1VG	NA	$1.46	$2.67	NA	$1.62	NA	$1.64	NA	$1.25
Non-Recurring Charges - New EEL (Note 2) (Note 3)										
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	NA	$370.81	$169.57	NA	$160.49	NA	$534.48	NA	$165.53
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	NA	$247.73	$112.77	NA	$123.03	NA	$462.69	NA	$124.84
NRC-4-wire VG Local Loop - 1st	UEAL4	NA	$271.29	$275.61	NA	$128.42	NA	$288.47	NA	$103.76
NRC-4-wire VG Local Loop - Add'l	UEAL4	NA	$104.90	$225.76	NA	$93.60	NA	$237.45	NA	$65 84
NRC-DS1 Channelization System -1st	MQ1	NA	$127.67	$138.85	NA	$220.07	NA	$301.74	NA	$222.87
NRC-DS1 Channelization System - Add'l	MQ1	NA	$29.75	$92.34	NA	$135.20	NA	$182.57	NA	$135.80

BELLSOUTH/KMC Telecom RATES
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ENHANCED EXTENDED LINKS (EELs)											
NRC-VG(COCI)interface card -1st	1D1VG	NA	$12.26	$12.15	NA	$12.29	NA	$15.76	NA	$12.61
NRC-VG(COCI)interface card - Add'	1D1VG	NA	$8.84	$8.78	NA	$8.80	NA	$11.28	NA	$9.03
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Electro	SOMEC	NA	$3.20	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manua	SOMAN	NA	$25.60	NA	NA	NA	NA	NA	NA	$19.99
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manua	SOMAN	NA	NA	$30.42	NA	$242.20	NA	$66.20	NA	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manua	SOMAN	NA	NA	$18.76	NA	$153.37	NA	$51.40	NA	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manua	SOMAN	NA	NA	$12.15	NA	$45.91	NA	NA	NA	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manua	SOMAN	NA	NA	$8.76	NA	$8.06	NA	NA	NA	NA
DS1 Interoffice Channel and 2-wire ISDN Local Loop:										
Recurring Charges										
2-wire ISDN Loop per month, statewide	U1L2X	NA	$40.00	$25.43	NA	$27.36	NA	$24.98	NA	$18.00
2-wire ISDN Loop per month, Zone 1 (Note 1)	TBD	NA	$32.34	$21.89	NA	$21.15	NA	TBD	NA	$15.54
2-wire ISDN Loop per month, Zone 2 (Note 1)	TBD	NA	$47.35	$25.27	NA	$36.22	NA	TBD	NA	$19.55
2-wire ISDN Loop per month, Zone 3 (Note 1)	TBD	NA	$104.47	$40.17	NA	$74.19	NA	TBD	NA	$28.02
2-wire ISDN Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	$0.2035	$0.31	NA	$0.78	NA	$0.08	NA	$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	$93.31	$63.39	NA	$93.40	NA	$71.29	NA	$75.83
DS1 Channelized System per month	MQ1	NA	$154.74	$127.60	NA	$209.87	NA	$177.72	NA	$165.21
2-wire ISDN(BRITE COCI) per month	UC1CA	NA	$3.86	$3.41	NA	$4.18	NA	$3.76	NA	$3.33
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	NA	$370.81	$169.57	NA	$160.49	NA	$217.17	NA	$165.53
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	NA	$247.73	$112.77	NA	$123.03	NA	$163.75	NA	$124.84
NRC- 2-wire ISDN Local Loop - 1st	U1L2X	NA	$271.29	$122.51	NA	$223.27	NA	$325.91	NA	$58.50
NRC- 2-wire ISDN Local Loop - Add'l	U1L2X	NA	$104.90	$81.48	NA	$172.63	NA	$251.31	NA	$31.00
NRC-DS1 Channelization System -1st	MQ1	NA	$127.67	$138.85	NA	$220.07	NA	$301.74	NA	$222.87
NRC-DS1 Channelization System - Add'l	MQ1	NA	$29.75	$92.34	NA	$135.20	NA	$182.57	NA	$135.80
NRC-2-wire BRITE(COCI)interface card -1st	UC1CA	NA	$12.26	$12.15	NA	$12.29	NA	$15.76	NA	$12.61
NRC-2-wire BRITE(COCI)interface card -Add'l	UC1CA	NA	$8.84	$8.76	NA	$8.80	NA	$11.28	NA	$9.03
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Elec	SOMEC	NA	$3.20	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manu	SOMAN	NA	$25.60	NA	NA	NA	NA	NA	NA	$19.99
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manu	SOMAN	NA	NA	$34.00	NA	$57.58	NA	$38.07	NA	NA
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manu	SOMAN	NA	NA	$27.79	NA	$36.31	NA	$38.07	NA	NA
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manu	SOMAN	NA	NA	$20.10	NA	$16.12	NA	NA	NA	NA
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manu	SOMAN	NA	NA	$11.98	NA	$8.06	NA	NA	NA	NA
DS1 Interoffice Channel and 4-wire 56 kbps Local Loop:										
Recurring Charges										
4-wire 56kbps Loop per month, statewide	UDL56	NA	$48.33	$29.92	NA	$35.58	NA	$32.67	NA	$42.23
4-wire 56kbps Loop per month, Zone 1 (Note 1)	TBD	NA	$39.08	$25.75	NA	$27.50	NA	TBD	NA	$36.45
4-wire 56kbps Loop per month, Zone 2 (Note 1)	TBD	NA	$57.21	$29.74	NA	$47.24	NA	TBD	NA	$45.87
4-wire 56kbps Loop per month, Zone 3 (Note 1)	TBD	NA	$126.22	$47.27	NA	$96.48	NA	TBD	NA	$65.75
4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	$0.2035	$0.31	NA	$0.78	NA	$0.08	NA	$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	$93.31	$63.39	NA	$93.40	NA	$71.29	NA	$75.83
DS1 Channelized System per month	MQ1	NA	$154.74	$18.23	NA	$209.87	NA	$177.72	NA	$165.21
4-wire 56kbps card COCI per month	1D1DD	NA	$2.22	$1.06	NA	$3.12	NA	$2.88	NA	$2.46
Non-Recurring Charges - New EEL (Note 2) (Note 3)										
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	NA	$370.81	$169.57	NA	$160.49	NA	$217.17	NA	$165.53

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ENHANCED EXTENDED LINKS (EELs)											
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	NA	$247.73	$112.77	NA	$123.03	NA	$163.75	NA	$124.84
NRC-4-wire 56kbps Local Loop - 1st	UDL56	NA	$271.29	$443.56	NA	$333.28	NA	$489.04	NA	$643.00
NRC-4-wire 56kbps Local Loop - Add'l	UDL56	NA	$104.90	$269.01	NA	$230.50	NA	$337.51	NA	$421.26
NRC-DS1 Channelization System -1st	MQ1	NA	$127.67	$138.85	NA	$220.07	NA	$301.74	NA	$222.87
NRC-DS1 Channelization System - Add'l	MQ1	NA	$29.75	$92.34	NA	$135.20	NA	$182.57	NA	$135.80
NRC-4-wire 56kbps(COCI)interface card -1st	1D1DD	NA	$12.26	$12.15	NA	$12.29	NA	$15.76	NA	$12.61
NRC-4-wire 56kbps(COCI)interface card -Add'l	1D1DD	NA	$8.84	$8.76	NA	$8.80	NA	$11.28	NA	$9.03
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Ele	SOMEC	NA	$3.20	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Ma	SOMAN	NA	$25.60	NA	NA	NA	NA	NA	NA	$19.99
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Ma	SOMAN	NA	NA	$34.00	NA	$242.20	NA	$38.07	NA	NA
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Ma	SOMAN	NA	NA	$27.79	NA	$153.37	NA	$38.07	NA	NA
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Ma	SOMAN	NA	NA	$20.10	NA	$45.91	NA	NA	NA	NA
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Ma	SOMAN	NA	NA	$11.98	NA	$8.06	NA	NA	NA	NA
DS1 Interoffice Channel and 4-wire 64 kbps Local Loop:										
Recurring Charges										
4-wire 64kbps Loop per month, statewide	UDL64	NA	$48.33	$29.92	NA	NA	NA	$32.67	NA	$42.23
4-wire 64kbps Loop per month, Zone 1 (Note 1)	TBD	NA	$39.08	$25.75	NA	$27.50	NA	TBD	NA	$36.45
4-wire 64kbps Loop per month, Zone 2 (Note 1)	TBD	NA	$57.21	$29.74	NA	$47.24	NA	TBD	NA	$45.87
4-wire 64kbps Loop per month, Zone 3 (Note 1)	TBD	NA	$126.22	$47.27	NA	$96.48	NA	TBD	NA	$65.75
4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	$0.2035	$0.31	NA	$0.78	NA	$0.08	NA	$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	$93.31	$63.39	NA	$93.40	NA	$71.29	NA	$75.83
DS1 Channelized System per month	MQ1	NA	$154.74	$18.23	NA	$209.87	NA	$177.72	NA	$165.21
4-wire 64kbps card COCI per month	1D1DD	NA	$1.06	$1.06	NA	$3.12	NA	$2.88	NA	$2.46
Non-Recurring Charges - New EEL (Note 2) (Note 3)										
NRC- DS1 interoffice - 1st	U1TF1	NA	$370.81	$169.57	NA	$160.49	NA	$217.17	NA	$165.53
NRC- DS1 interoffice - Add'l	U1TF1	NA	$247.73	$112.77	NA	$123.03	NA	$163.75	NA	$124.84
NRC-4-wire 64kbps Local Loop - 1st	UDL64	NA	$271.29	$443.56	NA	$333.28	NA	$489.04	NA	$103.76
NRC-4-wire 64kbps Local Loop - Add'l	UDL64	NA	$104.90	$269.01	NA	$230.50	NA	$337.51	NA	$65.84
NRC-DS1 Channelization System -1st	MQ1	NA	$127.67	$138.85	NA	$220.07	NA	$301.74	NA	$222.87
NRC-DS1 Channelization System - Add'l	MQ1	NA	$29.75	$92.34	NA	$135.20	NA	$288.33	NA	$135.80
NRC-4-wire 64kbps(COCI)interface card -1st	1D1DD	NA	$12.26	$12.15	NA	$12.29	NA	$15.76	NA	$12.61
NRC-4-wire 64kbps(COCI)interface card -Add'l	1D1DD	NA	$8.84	$8.76	NA	$8.80	NA	$11.28	NA	$9.03
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Ele	SOMEC	NA	$3.20	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Ma	SOMAN	NA	$25.60	NA	NA	NA	NA	NA	NA	$19.99
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Ma	SOMAN	NA	NA	$34.00	NA	$242.20	NA	$38.07	NA	NA
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Ma	SOMAN	NA	NA	$27.79	NA	$153.37	NA	$38.07	NA	NA
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Ma	SOMAN	NA	NA	$20.10	NA	$45.91	NA	NA	NA	NA
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Ma	SOMAN	NA	NA	$11.98	NA	$8.06	NA	NA	NA	NA
DS1 Interoffice Channel and DS1 Interoffice Local Loop:										
Recurring Charges										
DS1 Loop per month,State wide	USLXX	NA	$80.00	$64.52	NA	$72.86	NA	$62.78	NA	NA
DS1 Loop per month, Zone 1 (Note 1)	TBD	NA	$64.69	$55.53	NA	$56.32	NA	TBD	NA	NA
DS1 Loop per month, Zone 2 (Note 1)	TBD	NA	$94.71	$64.13	NA	$96.73	NA	TBD	NA	NA
DS1 Loop per month, Zone 3 (Note 1)	TBD	NA	$208.93	$101.93	NA	$197.57	NA	TBD	NA	NA
DS1 Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	$0.2035	$0.31	NA	$0.78	NA	$0.08	NA	NA

ENHANCED EXTENDED LINKS (EELs)											
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	$93 31	$63.39	NA	$93.40	NA	$71.29	NA	NA
Non-Recurring Charges - New EEL (Note 2) (Note 3)										
NRC- DS1 interoffice - 1st	U1TF1	NA	$370.81	$169.57	NA	$160.49	NA	$217.17	NA	NA
NRC- DS1 interoffice - Add'l	U1TF1	NA	$247.73	$112.77	NA	$123.03	NA	$163.75	NA	NA
NRC-DS1 Local Loop - 1st	USLXX	NA	$434.24	$535.73	NA	$502.73	NA	$714.84	NA	NA
NRC-DS1 Local Loop - Add'l	USLXX	NA	$235.29	$227.04	NA	$293.92	NA	$421.47	NA	NA
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Electronic Sv	SOMEC	NA	$3.20	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc	SOMAN	NA	$25.60	NA	NA	NA	NA	NA	NA	$19.99
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc	SOMAN	NA	NA	$34.00	NA	$242.20	NA	$38 07	NA	NA
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc	SOMAN	NA	NA	$27.79	NA	$153.37	NA	$38.07	NA	NA
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc	SOMAN	NA	NA	$20.10	NA	$45.91	NA	NA	NA	NA
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc	SOMAN	NA	NA	$11.98	NA	$8 06	NA	NA	NA	NA
DS3 Interoffice Channel and DS3 Local Loop:										
Recurring Charges										
DS3 Loop per Facility Termination per month	UE3PX	NA	$407.58	$394.59	NA	$669.01	NA	$387.01	NA	$607.28
DS3 Loop per mile	1L5ND	NA	$11 97	$8.99	NA	$30.34	NA	$32.53	NA	$23.76
Interoffice Channel - Dedicated - DS3 - FacilityTermination per month	1L5XX	NA	$1,130	$717.60	NA	$1,101	NA	$720.38	NA	$760.20
Interoffice Channel - Dedicated - DS3 - per mile per month	U1TF3	NA	$4.25	$0.31	NA	$14.04	NA	$12.98	NA	$5.89
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- DS3 interoffice - 1st	U1TF3	NA	$682.89	$456.02	NA	$713.57	NA	$794.94	NA	$729.27
NRC- DS3 interoffice - Add'l	U1TF3	NA	$288.32	$255.71	NA	$404.36	NA	$579.55	NA	$411.98
NRC-DS3 Local Loop - 1st	UE3PX	NA	$502.08	$770.12	NA	$811.30	NA	$964.04	NA	$829.52
NRC-DS3 Local Loop - Add'l	UE3PX	NA	$307.56	$551.49	NA	$502.09	NA	$542.73	NA	$512.23
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Electronic Sv	SOMEC	NA	$3.20	$3 50	NA	$3 50	NA	$3.50	NA	$3.50
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc	SOMAN	NA	$25.60	NA	NA	NA	NA	NA	NA	$19.99
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc	SOMAN	NA	NA	$37.96	NA	$100.50	NA	$56.25	NA	NA
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc	SOMAN	NA	NA	$37 96	NA	$100.50	NA	$56 25	NA	NA
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc	SOMAN	NA	NA	$18.23	NA	$41.88	NA	NA	NA	NA
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc	SOMAN	NA	NA	$18.23	NA	$41.88	NA	NA	NA	NA
STS-1 Interoffice Channel and STS-1 Local Loop:										
Recurring Charges										
STS-1 Loop per Facility Termination per month	UDLS1	NA	$449.40	$426.19	NA	$497.08	NA	$387.01	NA	$400.21
STS-1 Loop per mile	1L5ND	NA	$11.97	$8.99	NA	$497.08	NA	$32.53	NA	$30.53
Interoffice Channel - Dedicated - STS-1 - FacilityTermination per month	U1TFS	NA	$1,114	$792.17	NA	$1,101	NA	$800.94	NA	$838.65
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	NA	$4.25	$2.75	NA	$14.04	NA	$6.29	NA	$6.88
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- STS-1 interoffice - 1st	U1TFS	NA	$682.89	$640.32	NA	$713.57	NA	$624.86	NA	$961.62
NRC- STS-1 Interoffice - Add'l	U1TFS	NA	$288.32	$575.26	NA	$404.36	NA	$436.36	NA	$625.84
NRC-STS-1 Local Loop - 1st	UDLS1	NA	$502.08	$770.12	NA	$811.30	NA	$964.04	NA	$829.52
NRC-STS-1 Local Loop - Add'l	UDLS1	NA	$307.56	$551.49	NA	$502.09	NA	$542.73	NA	$512.23
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Electron	SOMEC	NA	$3.20	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual S	SOMAN	NA	$25.60	NA	NA	NA	NA	NA	NA	$19.99
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual S	SOMAN	NA	NA	$37.96	NA	$100.50	NA	$55.00	NA	NA
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual S	SOMAN	NA	NA	$37.96	NA	$100.50	NA	$55.00	NA	NA
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual S	SOMAN	NA	NA	$18 23	NA	$41.88	NA	NA	NA	NA
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual S	SOMAN	NA	NA	$18.23	NA	$41.88	NA	NA	NA	NA

ENHANCED EXTENDED LINKS (EELs)											
DS3 Interoffice Channel and DS1 Local Loop:											
Recurring Charges											
DS1 Loop per month,State wide	USLXX	NA	$80.00	$60.88	NA	$72.86	NA	$62.78	NA	NA
DS1 Loop per month, Zone 1 (Note 1)	TBD	NA	$64.69	$55.53	NA	$56.32	NA	TBD	NA	NA
DS1 Loop per month, Zone 2 (Note 1)	TBD	NA	$94.71	$64.13	NA	$96.73	NA	TBD	NA	NA
DS1 Loop per month, Zone 3 (Note 1)	TBD	NA	$208.93	$101.93	NA	$197.57	NA	TBD	NA	NA
DS1 Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS3 - FacilityTermination per month	U1TF3	NA	$1,130	$717.60	NA	$1,101	NA	$720.38	NA	NA
Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	NA	$4.25	$6.46	NA	$14.04	NA	$12.98	NA	NA
DS3 Channelized System per month	MQ3	NA	$222.61	$202.91	NA	$245.84	NA	$226.81	NA	NA
DS3 Interface per month (DS1 COCI)	UC1D1	NA	$14.51	$0.67	NA	$7.55	NA	$4.61	NA	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- DS3 interoffice - 1st	U1TF3	NA	$682.89	$456.02	NA	$713.57	NA	$794.94	NA	NA
NRC- DS3 interoffice - Add'l	U1TF3	NA	$288.32	$256.71	NA	$404.36	NA	$579.55	NA	NA
NRC-DS1 Local Loop - 1st	USLXX	NA	$434.24	$343.73	NA	$502.73	NA	$714.84	NA	NA
NRC-DS1 Local Loop - Add'l	USLXX	NA	$235.29	$192.75	NA	$293.92	NA	$421.47	NA	NA
NRC-DS3 Channelization System -1st	MQ3	NA	$240.04	$189.93	NA	$320.72	NA	$351.95	NA	NA
NRC-DS3 Channelization System - Add'l	MQ3	NA	$106.82	$106.50	NA	$233.10	NA	$243.76	NA	NA
NRC-DS1(COCI)interface card -1st	UC1D1	NA	$12.26	$12.15	NA	$12.29	NA	$15.76	NA	NA
NRC-DS1(COCI)interface card -Add'l	UC1D1	NA	$8.84	$8.76	NA	$8.80	NA	$11.28	NA	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Electronic Sv	SOMEC	NA	$3.20	$3.50	NA	$3.50	NA	$3.50	NA	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc	SOMAN	NA	$25.60	$34.00	NA	NA	NA	NA	NA	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc	SOMAN	NA	NA	$27.79	NA	$36.28	NA	$91.26	NA	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc	SOMAN	NA	NA	$20.10	NA	$26.20	NA	$91.26	NA	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc	SOMAN	NA	NA	$11.98	NA	$19.47	NA	NA	NA	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc	SOMAN	NA	NA	GA	NA	$8.06	NA	NA	NA	NA
STS-1 Interoffice Channel and DS1 Local Loop:										
Recurring Charges										
DS1 Loop per month,State wide	USLXX	NA	$80.00	$60.88	NA	$72.86	NA	$62.78	NA	NA
DS1 Loop per month, Zone 1 (Note 1)	TBD	NA	$64.69	$22.88	NA	$56.32	NA	TBD	NA	NA
DS1 Loop per month, Zone 2 (Note 1)	TBD	NA	$94.71	$26.42	NA	$96.73	NA	TBD	NA	NA
DS1 Loop per month, Zone 3 (Note 1)	TBD	NA	$208.93	$41.99	NA	$197.57	NA	TBD	NA	NA
DS1 Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - STS-1 - FacilityTermination per month	U1TFS	NA	$1,114	$1,114	NA	$1,101	NA	$387.01	NA	NA
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	NA	$4.25	$4.25	NA	$14.04	NA	$32.53	NA	NA
DS3 Channelized System per month	MQ3	NA	$222.61	$184.02	NA	$245.84	NA	$226.81	NA	NA
DS3 Interface per month (DS1 COCI)	UC1D1	NA	$14.51	$11.14	NA	$7.55	NA	$4.61	NA	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC-DS1 Local Loop - 1st	USLXX	NA	$434.24	$429.98	NA	$502.73	NA	$714.84	NA	NA
NRC-DS1 Local Loop - Add'l	USLXX	NA	$235.29	$268.18	NA	$293.92	NA	$421.47	NA	NA
NRC- STS-1 interoffice - 1st	U1TFS	NA	$682.89	$770.12	NA	$713.57	NA	$624.86	NA	NA
NRC- STS-1 interoffice - Add'l	U1TFS	NA	$288.32	$551.49	NA	$404.36	NA	$436.36	NA	NA
NRC-DS3 Channelization System -1st	MQ3	NA	$240.04	$342.10	NA	$320.72	NA	$351.95	NA	NA
NRC-DS3 Channelization System - Add'l	MQ3	NA	$106.82	$251.45	NA	$233.10	NA	$243.76	NA	NA
NRC-DS1(COCI)interface card -1st	UC1D1	NA	$12.26	$12.15	NA	$12.29	NA	$15.76	NA	NA
NRC-DS1(COCI)interface card -Add'l	UC1D1	NA	$8.84	$8.76	NA	$8.80	NA	$11.28	NA	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Electronic	SOMEC	NA	$3.20	$3.50	NA	$3.50	NA	$3.50	NA	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Sv	SOMAN	NA	$25.60	NA	NA	NA	NA	NA	NA	NA

ENHANCED EXTENDED LINKS (EELs)											
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Sv	SOMAN	NA	NA	$56.90	NA	$68.39	NA	$55.00	NA	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Sv	SOMAN	NA	NA	$46.38	NA	$58.31	NA	$55.00	NA	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Sv	SOMAN	NA	NA	$37.17	NA	$50.49	NA	NA	NA	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Sv	SOMAN	NA	NA	$26.65	NA	$29.00	NA	NA	NA	NA
2-wire VG Interoffice Channel and 2-wire VG Local Loop:										
Recurring Charges										
2-wire VG Loop per month, statewide	UEAL2	NA	$17.00	$16.51	NA	$19.35	NA	NA	NA	$18.00
2-wire VG Loop per month, Zone 1 (Note 1)	TBD	NA	$13.75	$19.45	NA	$17.65	NA	NA	NA	$15.54
2-wire VG Loop per month, Zone 2 (Note 1)	TBD	NA	$20.13	$16.41	NA	$30.32	NA	NA	NA	$19.55
2-wire VG Loop per month, Zone 3 (Note 1)	TBD	NA	$44.40	$30.92	NA	$61.93	NA	NA	NA	$28.02
2-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - 2-wire VG - FacilityTermination per month	U1TV2	NA	$26.72	$17.07	NA	$19.10	NA	NA	NA	$18.33
Interoffice Channel - Dedicated - 2-wire VG - per mile per month	1L5XX	NA	$0.0100	$0.02	NA	$0.04	NA	NA	NA	$0.02
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- 2-wire VG interoffice - 1st	U1TV2	NA	$222.65	$79.61	NA	$104.23	NA	NA	NA	$83.35
NRC- 2-wire VG interoffice - Add'l	U1TV2	NA	$118.83	$36.08	NA	$39.91	NA	NA	NA	$20.88
NRC-2-wire VG Local Loop - 1st	UEAL2	NA	$271.29	$104.17	NA	$128.42	NA	NA	NA	$192.97
NRC-2-wire VG Local Loop - Add'l	UEAL2	NA	$104.90	$78.10	NA	$93.60	NA	NA	NA	$140.72
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - E	SOMEC	NA	$3.20	$3.50	NA	$3.50	NA	NA	NA	$3.50
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - M	SOMAN	NA	$25.60	NA	NA	NA	NA	NA	NA	$19.99
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - M	SOMAN	NA	NA	$37.88	NA	$36.28	NA	NA	NA	NA
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - M	SOMAN	NA	NA	$27.36	NA	$26.20	NA	NA	NA	NA
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - M	SOMAN	NA	NA	NA	NA	$19.47	NA	NA	NA	NA
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - M	SOMAN	NA	NA	NA	NA	$8.06	NA	NA	NA	NA
4-wire VG Interoffice Channel and 4-wire VG Local Loop:										
Recurring Charges										
4-wire VG Loop per month, statewide	UEAL4	NA	$30.00	NA	NA	NA	NA	NA	NA	NA
4-wire VG Loop per month, Zone 1 (Note 1)	TBD	NA	$24.26	NA	NA	NA	NA	NA	NA	NA
4-wire VG Loop per month, Zone 2 (Note 1)	TBD	NA	$35.51	NA	NA	NA	NA	NA	NA	NA
4-wire VG Loop per month, Zone 3 (Note 1)	TBD	NA	$78.35	NA	NA	NA	NA	NA	NA	NA
4-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - 4-wire VG - FacilityTermination per month	U1TV4	NA	$23.82	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - 4-wire VG - per mile per month	1L5XX	NA	$0.0100	NA	NA	NA	NA	NA	NA	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- 4-wire VG interoffice - 1st	U1TV4	NA	$222.65	NA	NA	NA	NA	NA	NA	NA
NRC- 4-wire VG interoffice - Add'l	U1TV4	NA	$118.83	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG Local Loop - 1st	UEAL4	NA	$271.29	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG Local Loop - Add'l	UEAL4	NA	$104.90	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - E	SOMEC	NA	$3.20	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - M	SOMAN	NA	$25.60	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - M	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - M	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - M	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - M	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-wire 56 kbps Interoffice Channel and 4-wire 56kbps Local Loop:										
Recurring Charges										

	ENHANCED EXTENDED LINKS (EELs)										
	4-wire 56kbps Loop per month, statewide	UDL56	NA	$48 33	NA	NA	$35.58	NA	$32.67	NA	$42.23
	4-wire 56kbps Loop per month, Zone 1 (Note 1)	TBD	NA	$24.26	TBD	NA	$24.36	NA	TBD	NA	$15.92
	4-wire 56kbps Loop per month, Zone 2 (Note 1)	TBD	NA	$36.51	TBD	NA	$41.85	NA	TBD	NA	$20.79
	4-wire 56kbps Loop per month, Zone 3 (Note 1)	TBD	NA	$78 35	TBD	NA	$86.47	NA	TBD	NA	$27.18
	4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Interoffice Channel - Dedicated - 4-wire 56kbps - FacilityTermination per mon	U1TD5	NA	$23.82	$16.45	NA	$18.37	NA	$17.40	NA	$17.74
	Interoffice Channel - Dedicated - 4-wire 56kbps - per mile per month	1L5XX	NA	$0 0100	$0.02	NA	$0.04	NA	$0.03	NA	$0.17
	Non-Recurring Charges - New EEL (Note 2)(Note 3)										
	NRC- 4-wire 56kbps interoffice - 1st	U1TD6	NA	$222.65	$79 61	NA	$104 23	NA	$137.48	NA	$83 35
	NRC- 4-wire 56kbps interoffice - Add'l	U1TD6	NA	$118 83	$36.08	NA	$39.91	NA	$52.58	NA	$20.88
	NRC-4-wire 56kbps Local Loop - 1st	U1TD5	NA	$271.29	$348 55	NA	$421.27	NA	$489.04	NA	$643.00
	NRC-4-wire 56kbps Local Loop - Add'l	U1TD5	NA	$104.90	$241.20	NA	$274 74	NA	$337.51	NA	$421 28
	NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combin	SOMEC	NA	$3.20	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
	NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combin	SOMAN	NA	$25.60	NA	NA	NA	NA	NA	NA	$19.99
	NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combin	SOMAN	NA	NA	$37.88	NA	$36.28	NA	$38 07	NA	NA
	NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combin	SOMAN	NA	NA	$27.36	NA	$26.20	NA	$38.07	NA	NA
	NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combin	SOMAN	NA	NA	NA	NA	$11 41	NA	NA	NA	NA
	NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combin	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop:										
	Recurring Charges										
	4-wire 64kbps Loop per month, statewide	UDL64	NA	$48.33	$30.72	NA	$35.58	NA	$32 67	NA	$42 23
	4-wire 64kbps Loop per month, Zone 1 (Note 1)	TBD	NA	$39.08	TBD	NA	$27.50	NA	TBD	NA	$36.45
	4-wire 64kbps Loop per month, Zone 2 (Note 1)	TBD	NA	$57.21	TBD	NA	$47.24	NA	TBD	NA	$45.87
	4-wire 64kbps Loop per month, Zone 3 (Note 1)	TBD	NA	$126.22	TBD	NA	$96.48	NA	TBD	NA	$65 75
	4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Interoffice Channel - Dedicated - 4-wire 64kbps - FacilityTermination per mon	U1TD6	NA	$19.46	$16.45	NA	$18.37	NA	$17.40	NA	$17.74
	Interoffice Channel - Dedicated - 4-wire 64kbps - per mile per month	1L5XX	NA	$0.0100	$0.02	NA	$0 04	NA	$0.03	NA	$0 17
	Non-Recurring Charges - New EEL (Note 2)(Note 3)										
	NRC- 4-wire 64kbps interoffice - 1st	U1TD6	NA	$222.65	$79.61	NA	$713.57	NA	$137.48	NA	$729.27
	NRC- 4-wire 64kbps interoffice - Add'l	U1TD6	NA	$118.83	$36 08	NA	$404.36	NA	$52 58	NA	$411 98
	NRC-4-wire 64kbps Local Loop - 1st	UDL64	NA	$271.29	$348.55	NA	$811.30	NA	$489.04	NA	$829.52
	NRC-4-wire 64kbps Local Loop - Add'l	UDL64	NA	$104.90	$241.20	NA	$502.09	NA	$337.51	NA	$512.23
	NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combin	SOMEC	NA	$3.20	$3.50	NA	$3 50	NA	$3.50	NA	$3.50
	NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combin	SOMAN	NA	$25 60	NA	NA	NA	NA	NA	NA	$19.99
	NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combin	SOMAN	NA	NA	$37.96	NA	$100.50	NA	$38.07	NA	NA
	NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combin	SOMAN	NA	NA	$37.96	NA	$100.50	NA	$38.07	NA	NA
	NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combin	SOMAN	NA	NA	$18.23	NA	$41.88	NA	NA	NA	NA
	NRC-4-wire 64kbps Interoffice channel and 4-wire 64kbps Local Loop Combin	SOMAN	NA	NA	$18.23	NA	$41.88	NA	NA	NA	NA
	Existing Combinations/Ordinarily Combined in GA	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	Local Loop:										
	2-Wire Analog Voice Grade Loop - Service Level 1	UEAL2	$19 04	$17.00	$16.51	$20.00	$19.35	$21.26	$19 50	$22.49	$18.00
	Zone 1	TBD	$15 24	$13.75	$19.45	$14 79	$14.98	$15.56	TBD	$18.48	$15.54
	Zone 2	TBD	$24.75	$20 13	$16.41	$27.68	$25.69	$20.65	TBD	$27.87	$19.55
	Zone 3	TBD	$44.85	$44.40	$30 92	$47.78	$52.47	$29.51	TBD	$36.91	$28 02
	Zone 4	TBD	NA	NA	NA	NA	NA	$38.94	NA	NA	NA
	NRC - Ordinarily Combined in GA (Note 5)										
	NRC - 1st	UEAL2	NA	NA	$104.17	NA	NA	NA	NA	NA	NA

ENHANCED EXTENDED LINKS (EELs)											
NRC - Add'l	UEAL2	NA	NA	$78.10	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - 1st	UEAL2	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAL2	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54 03	$11.27	$58.43	$54.09	$54 23	$54.09	$54 00	$54.26	$54 13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add	UNCCC	$32.11	$11 27	$26.99	$32 16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13.03	$12 61	$0.00	$0.00	$0 00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13.03	$12.61	$0.00	$0 00	$0.00	$0 00	$0.00	$0.00
4-Wire Analog Voice Grade Loop	UEAL4	$30.00	$30.00	$25.86	$28.28	$31.52	$30 55	$27.49	$35.86	$18.00
Zone 1	TBD	$24 01	$24.26	$22.26	$20.92	$24 36	$22 38	TBD	$49.47	$15.54
Zone 2	TBD	$39 00	$35.51	$25.70	$39 14	$41.85	$29.67	TBD	$44.44	$19.55
Zone 3	TBD	$70.67	$78 35	$40.85	$67.56	$85.47	$42 40	TBD	$58 85	$28.02
Zone 4	TBD	NA	NA	NA	NA	NA	$55.96	NA	NA	NA
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 1st	UEAL4	NA	NA	$206 95	NA	NA	NA	NA	NA	NA
NRC - Add'l	UEAL4	NA	NA	$170.57	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - 1st	UEAL4	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAL4	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3 50	NA	NA	NA	NA	NA	NA
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	$8.42	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58 43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32 16	$32.10	$32.25	$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0 00	$13.03	$12.61	$0.00	$0 00	$0.00	$0 00	$0.00	$0 00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0 00	$0.00	$0.00	$0.00
2-Wire ISDN Digital Grade Loop	U1L2X	$29.03	$40.00	$25.43	$31.99	$27 36	$29.83	$24.98	$32.47	$18 00
Zone 1	TBD	$23.23	$32.34	$21.89	$23.66	$21.15	$21.86	TBD	$26.68	$15.54
Zone 2	TBD	$37.74	$47.35	$25.27	$44.28	$36.32	$28.97	TBD	$40.24	$19.55
Zone 3	TBD	$68 38	$104.47	$40.17	$76.42	$74.19	$41.40	TBD	$53.29	$28 02
Zone 4	TBD	NA	NA	NA	NA	NA	$54 64	NA	NA	NA
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 1st	U1L2X	NA	NA	$233.38	NA	NA	NA	NA	NA	NA
NRC - Add'l	U1L2X	NA	NA	$180.35	NA	NA	NA	NA	NA	NA
NRC - Disconnect Dharge - 1st	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13

ENHANCED EXTENDED LINKS (EELs)											
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add	UNCCC	$32.11	$11 27	$26.99	$32 16	$32.24	$32 16	$32.10	$32 25	$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13.03	$12 61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0 00	$13.03	$12 61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4-Wire 56 kbps Digital Grade Loop	UDL56	$34 15	$48.33	$29.92	NA	$35 58	$34.95	$32 67	$41.70	$42 23
Zone 1	TBD	$27 33	$39.08	$25.75	NA	$27.50	$25.61	TBD	$34.26	$36.45
Zone 2	TBD	$44.40	$57.21	$29.74	NA	$47.25	$33 94	TBD	$51 67	$45.87
Zone 3	TBD	$80.45	$126.22	$47.27	NA	$96.48	$48.51	TBD	$68.43	$65 75
Zone 4	TBD	NA	NA	NA	NA	NA	$64.02	NA	NA	NA
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 1st	UDL56	NA	NA	$348.55	NA	NA	NA	NA	NA	NA
NRC - Add'l	UDL56	NA	NA	$241.20	NA	NA	NA	NA	NA	NA
NRC - Disconnect Dharge - 1st	UDL56	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	UDL56	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3 50	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11 27	$58.43	$54 09	$54.23	$54 09	$54.00	$54 26	$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add	UNCCC	$32 11	$11.27	$26.99	$32.16	$32.24	$32.16	$32 10	$32.25	$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0 00	$13.03	$12.61	$0.00	$0 00	$0.00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13 03	$12 61	$0 00	$0.00	$0 00	$0.00	$0 00	$0.00
4-Wire 64 kbps Digital Grade Loop	UDL64	$34.15	$48.33	$29.92	NA	$35.58	$34.95	$32.67	$41.70	$42.23
Zone 1	TBD	$27.33	$39.08	$25.75	NA	$27.50	$25.61	TBD	$34 26	$36.45
Zone 2	TBD	$44.40	$57.21	$29.74	NA	$47.25	$33.94	TBD	$51.67	$45 87
Zone 3	TBD	$80 45	$126.22	$47.27	NA	$96 48	$48.51	TBD	$68.43	$65 75
Zone 4	TBD	NA	NA	NA	NA	NA	$64 02	NA	NA	NA
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 1st	UDL64	NA	NA	$348.55	NA	NA	NA	NA	NA	NA
NRC - Add'l	UDL64	NA	NA	$241.20	NA	NA	NA	NA	NA	NA
NRC - Disconnect Dharge - 1st	UDL64	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	UDL64	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54 03	$11.27	$58.43	$54.09	$54 23	$54.09	$54.00	$54.26	$54 13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add	UNCCC	$32.11	$11 27	$26.99	$32.16	$32 24	$32.16	$32 10	$32.25	$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13.03	$12.61	$0 00	$0.00	$0 00	$0.00	$0 00	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13.03	$12 61	$0 00	$0.00	$0.00	$0.00	$0 00	$0.00
4-Wire DS1 Digital Loop	USLXX	$64.65	$80.00	$64.52	$67.96	$72.86	$69.59	$62.78	$72.55	NA
Zone 1	TBD	$51.74	$64.69	$55.53	$50.28	$56 32	$50.99	TBD	$59.61	NA
Zone 2	TBD	$84.05	$94.71	$64.13	$94.06	$96.73	$67.58	TBD	$89.90	NA
Zone 3	TBD	$152.29	$208.93	$101.93	$162.34	$197.57	$96 58	TBD	$119.06	NA
Zone 4	TBD	NA	NA	NA	NA	NA	$127.47	NA	NA	NA

BELLSOUTH/KMC Telecom RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

ENHANCED EXTENDED LINKS (EELs)										
NRC - Ordinarily Combined In GA (Note 5)										
NRC - 1st	USLXX	NA	NA	$429.98	NA	NA	NA	NA	NA	NA
NRC - Add'l	USLXX	NA	NA	$268.18	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - 1st	USLXX	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	USLXX	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DS3 Loop										
per mile per month	1L5ND	$10.85	$11.97	$8.90	$43.69	$38.98	$54.39	$32.53	$15.53	$30.53
facitility termination per month	UE3PX	$419.65	$419.65	$390.34	$436.95	$497.08	$427.81	$387.01	$421.60	$400.21
NRC - Ordinarily Combined In GA (Note 5)										
NRC - Facilty Termination - 1st	UE3PX	NA	NA	$639.50	NA	NA	NA	NA	NA	NA
NRC - Facility Termination - Add'l	UE3PX	NA	NA	$426.40	NA	NA	NA	NA	NA	NA
NRC - Facility Termination - Disconnect - 1st	UE3PX	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - Facility Termination - Disconnect - Add'l	UE3PX	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
STS-1 Loop										
per mile per month	1L5ND	$10.85	$11.97	$8.90	$43.69	$38.98	$54.39	$32.53	$15.53	$30.53
facitility termination per month	UDLS1	$434.31	$449.40	$421.59	$436.95	$497.08	$427.81	$387.01	$431.32	$400.21
NRC - Ordinarily Combined In GA (Note 5)										
NRC - STS-1 - Facilty Termination - 1st	UDLS1	NA	NA	$639.50	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Facility Termination - Add'l	UDLS1	NA	NA	$426.40	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Facility Termination - Disconnect - 1st	UDLS1	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Facility Termination - Disconnect - Add'l	UDLS1	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA

ENHANCED EXTENDED LINKS (EELs)											
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconr	SOMAN	NA	NA	$18 03	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs Elect-Disconr	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Adc	UNCCC	$32.11	$11 27	$26.99	$32.16	$32.24	$32 16	$32.10	$32.25	$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13.03	$12.61	$0.00	$0 00	$0.00	$0.00	$0.00	$0.00
OC-3 Loop	1L5ND	$1,123	$9.08	$6.75	$33.15	$29.58	$41.27	$24.69	$11.78	$23.16
per mile per month	TBD	$7 09	$651.40	$630.21	$436.95	$753 65	$689.68	$611.36	$701.71	$620 20
facility termiantion per month										
NRC - Ordinarily Combined In GA (Note 5)										
NRC - OC3 - Facility Termination - 1st	TBD	NA	NA	$6.75	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Add'l	TBD	NA	NA	$630.21	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - 1st	TBD	NA	NA	$947.69	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBD	NA	NA	$413.00	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnec	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnec	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As is" Conversion Charge (Note 6)										
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54 13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Adc	UNCCC	$32.11	$11 27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0 00	$13.03	$12 61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0 00	$13.03	$12.61	$0.00	$0 00	$0.00	$0 00	$0.00	$0.00
OC-12 Loop										
per mile per month	1L5ND	$10 13	$11.18	$8.31	$40.80	$36.40	$50.79	$30 38	$14.50	$28.51
facility termination per month	TBD	$5,630	$2,068	$2,109.00	$2,457	$2,571	$2,371	$2,122	$2,663	$2,079
NRC - Ordinarily Combined In GA (Note 5)										
NRC - OC12 - Facility Termination - 1st	TBD	NA	NA	$1,162.00	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Add'l	TBD	NA	NA	$413.00	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - 1st	TBD	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBD	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnec	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs Elect-Disconnec	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Adc	UNCCC	$32.11	$11 27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0 00	$13.03	$12.61	$0.00	$0 00	$0.00	$0 00	$0.00	$0 00
OC-48 Loop										

ENHANCED EXTENDED LINKS (EELs)											
per mile per month	1L5ND	$33.22	$36.67	$27.25	$166 59	$119.40	$166.59	$120.02	$47.57	$93.50
facility termination per month	TBD	$1,947	$1,699	$1,598 00	$2,129	$2,268	$1,753	$1,677	$1,733	$1,832
OC-12 Interface on OC-48 Loop per month	TBD	$699 62	$592 09	$594.80	$725.77	$723.29	$667.00	$582 66	$773.40	$570.54
NRC - Ordinarily Combined in GA (Note 5)										
NRC - OC48 - Facility Termination - 1st	TBD	NA	NA	$1,162 00	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Add'l	TBD	NA	NA	$413.00	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - 1st	TBD	NA	NA	$539.36	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBD	NA	NA	$317.38	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - 1st	TBD	NA	NA	$122 31	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBD	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBD	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBD	NA	NA	$119 14	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3 50	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disco	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disco	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1s	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Ad	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual S	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual S	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11 27	$58.43	$54 09	$54.23	$54.09	$54.00	$54 26	$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13.03	$12.61	$0 00	$0.00	$0 00	$0.00	$0.00	$0.00
Local Channels:										
Local Channel - Dedicated - 2-Wire VG										
Monthly Recurring per month	ULDV2	$14.61	$26 31	$18.28	$22.26	$14.94	$17.83	$14.83	$16.83	$19.02
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 2-wire VG Local Channel - 1st	ULDV2	NA	NA	$292.24	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Local Channel -Add'l	ULDV2	NA	NA	$63.61	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$34.00	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$21.58	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$22.48	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - Add	SOMAN	NA	NA	$8.17	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32 10	$32.25	$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13 03	$12.61	$0 00	$0.00	$0 00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0 00	$0.00	$0.00	$0.00
Local Channel - Dedicated - 4-Wire VG										
Monthly Recurring per month	ULDV4	$15.77	$27.48	$17.18	$23.38	$16.21	$19.03	$15.87	$18.05	$20.14
NRC - Ordinarily Combined in GA (Note 5)										
NRC-4-wire VG Local Channel - 1st	ULDV4	NA	NA	$292.24	NA	NA	NA	NA	NA	NA
NRC-4-wire VG Local Channel - Add'l	ULDV4	NA	NA	$63.61	NA	NA	NA	NA	NA	NA

ENHANCED EXTENDED LINKS (EELs)										
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - 1	SOMAN	NA	NA	$34.00	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - A	SOMAN	NA	NA	$21.58	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - D	SOMAN	NA	NA	$22.48	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - D	SOMAN	NA	NA	$8.17	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Adc	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Channel - Dedicated - DS1										
DS1 Monthly Recurring per month	ULDF1	$35.52	$42.98	$38.57	$43.80	$43.80	$38.91	$35.68	$37.20	$40.27
NRC - Ordinarily Combined in GA (Note 5)										
NRC - DS1 Local Channel - 1st	ULDF1	NA	NA	$169.57	NA	NA	NA	NA	NA	NA
NRC - DS1 Local Channel - Add'l	ULDF1	NA	NA	$112.77	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$34.00	NA	NA	NA	NA	NA	NA
NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$21.58	NA	NA	NA	NA	NA	NA
NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Disconr	SOMAN	NA	NA	$22.48	NA	NA	NA	NA	NA	NA
NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Disconr	SOMAN	NA	NA	$8.17	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect -	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect -	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Channel - Dedicated - DS3	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
DS3 Local Channel - per mile per month	1L5NC	$8.44	$9.32	$7.00	$34.00	$30.34	NA	NA	$12.08	$23.76
DS3 Local Channel - Facility Termination per month	ULDF3	$525.40	$560.39	$523.20	$635.09	$558.00	$531.39	$512.00	$481.14	$615.65
NRC - Ordinarily Combined in GA (Note 5)										
NRC - DS3 Local Channel Facility Termination - 1st	ULDF3	NA	NA	$770.12	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Facility Termination - Add'l	ULDF3	NA	NA	$551.49	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$66.21	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$33.90	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconr	SOMAN	NA	NA	$36.15	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconr	SOMAN	NA	NA	$14.20	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$71.04	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$39.60	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect -	UNCCC	$0.00	$13.03	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect -	UNCCC	$0.00	$13.03	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Channel - Dedicated - STS-1										
STS-1 Local Channel - per mile per month	1L5NC	$8.44	$9.32	$7.00	$34.00	$8.77	$38.98	NA	$12.08	$25.11
STS-1 Local Channel - Facility Termination per month	ULDFS	$525.40	$569.67	$523.20	$635.09	$558.00	$531.39	$512.00	$481.14	$615.65
NRC - Ordinarily Combined in GA (Note 5)										
NRC - STS-1 Local Channel Facility Termination - 1st	ULDFS	NA	NA	$770.12	NA	NA	NA	NA	NA	NA

ENHANCED EXTENDED LINKS (EELs)										
NRC - STS-1 Local Channel - Facility Termination - Add'l	ULDFS	NA	NA	$551.49	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$37.96	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$37.96	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Discon	SOMAN	NA	NA	$18.23	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Discon	SOMAN	NA	NA	$18.23	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26 99	$32.16	$32 24	$32.16	$32 10	$32.25	$32 17
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00	$13.03	$12.61	$0 00	$0.00	$0 00	$0.00	$0.00	$0.00
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Channel - OC3										
Local Channel - OC3 - per Mile	TBA	$8.23	$7.83	$6.75	$33.15	$29.58	$41.27	$24.69	$11.78	$23.16
Local Channel - OC3 - per Facility Termination	TBA	$691.33	$940.35	$630.21	$713.29	$753.65	$689 68	$611.36	$701.71	$620.20
NRC - Ordinarily Combined in GA (Note 5)										
NRC - OC3 - Facility Termination - 1st	TBA	NA	NA	$947 69	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Add'l	TBA	NA	NA	$413 00	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32 11	$11.27	$26.99	$32.16	$32 24	$32.16	$32 10	$32.25	$32.17
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	$0.00	$13 03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Channel - OC12	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Local Channel - OC12 - per Mile	TBA	$10.13	$11.18	$8.31	$40.80	$36.40	$50.79	$30.38	$14.50	$28.51
Local Channel - OC12 - per Facility Termination	TBA	$2,557	$2,753	$2,109.00	$2,457	$2,571	$2,371	$2,122	$2,663	$2,079
NRC - Ordinarily Combined in GA (Note 5)										
NRC - OC12 - Facility Termination - 1st	TBA	NA	NA	$1,162.00	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Add'l	TBA	NA	NA	$413.00	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26 99	$32.16	$32 24	$32.16	$32 10	$32.25	$32.17
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00	$13 03	$12.61	$0 00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

ENHANCED EXTENDED LINKS (EELs)										
Local Channel - OC48	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Local Channel - OC48 - per Mile	TBA	$33.22	$36.67	$27.25	$133.84	$119.40	$166.59	$120.02	$47.57	$93.50
Local Channel - OC48 - per Facility Termination	TBA	$1,713	$1,944	$1,598.00	$2,129	$2,268	$1,753	$1,677	$1,733	$1,832
Local Channel - OC12 interface on OC48 Facility	TBA	$736.71	$586.28	$594.80	$725.77	$723.29	$667.00	$582 66	$773.40	$570.54
NRC - Ordinarily Combined in GA (Note 5)										
NRC - OC48 - Facility Termination - 1st	TBA	NA	NA	$1,175	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Add'l	TBA	NA	NA	$417.50	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA	NA	$545.24	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA	NA	$320.83	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$123.65	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	$120.44	NA	NA	NA	NA	NA	NA
NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBA	NA	NA	$123 65	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA	NA	$120.44	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnec	SOMAN	NA	NA	$18.23	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnec	SOMAN	NA	NA	$18.23	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	$18.23	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	$18.23	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	$37.96	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	$37.96	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc O	SOMAN	NA	NA	$37.96	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc O	SOMAN	NA	NA	$37.96	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54 03	$11.27	$58.43	$54.09	$54 23	$54.09	$54.00	$54.26	$54 13
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32 25	$32.17
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00	$13.03	$12 61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0 00	$13.03	$12.61	$0.00	$0 00	$0.00	$0 00	$0.00	$0.00
Interoffice Channels:										
Interoffice Channel - Dedicated - 2-wire VG										
Interoffice Channel - Dedicated 2-wire VG - per mile per month	1L5XX	$0.03	$0.0100	$0.02	$0.03	$0.04	$0.03	$0.03	$0 04	$0.02
Interoffice Channel - Dedicated 2-wire VG - Facility Termination per month	U1TV2	$18.49	$26.72	$17.07	$27.66	$19.10	$21.33	$18.01	$21.42	$18.33
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 2-wire VG Interoffice Channel - Facility Termination - 1st	U1TV2	NA	NA	$79.61	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Interoffice Channel - Facility Termination - Add'l	U1TV2	NA	NA	$36.08	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Orde	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Orde	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Orde	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Orde	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13 03	$12.61	$0 00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interoffice Channel - Dedicated - 4-wire VG										
Interoffice Channel - Dedicated 4-wire VG - per mile per month	1L5XX	NA	$0.0100	NA	NA	NA	NA	NA	NA	NA

ENHANCED EXTENDED LINKS (EELs)										
Interoffice Channel - Dedicated 4-wire VG - Facility Termination per month	U1TV4	NA	$23.82	NA	NA	NA	NA	NA	NA	NA
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 4-wire VG Interoffice Channel - Facility Termination - 1st	U1TV4	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Facility Termination - Add'l	U1TV4	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interoffice Channel - Dedicated - DS0 - 56kbps										
Interoffice Channel - Dedicated - DS0 - 56kbps - per mile per month	1L5XX	$0.03	$0.0100	$0.02	$0.0301	$0.04	$0.03	$0.03	$0.04	$0.17
Interoffice Channel - Dedicated - DS0 - 56 kbps - Facility Termination per mo	U1TD5	$17.81	$19.46	$16.45	$26.95	$18.37	$20.64	$17.40	$20.71	$17.74
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 4-wire 56kbps Interoffice Channel - Facility Termination - 1st	U1TD5	NA	NA	$79.61	NA	NA	NA	NA	NA	NA
NRC - 4-wire 56 kbps Interoffice Channel - Facility Termination - Add'l	U1TD5	NA	NA	$36.08	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc O	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc O	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc O	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc O	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interoffice Channel - Dedicated - DS0 - 64kbps										
Interoffice Channel - Dedicated - DS0 - 64kbps - per mile per month	1L5XX	$0.03	$0.0100	$0.02	$0.0301	$0.04	$0.03	$0.03	$0.04	$0.17
Interoffice Channel - Dedicated - DS0 - 64 kbps - Facility Termination per mo	U1TD6	$17.81	$19.46	$16.45	$26.95	$18.37	$20.64	$17.40	$20.71	$17.74
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 4-wire 64kbps Interoffice Channel - Facility Termination - 1st	U1TD6	NA	NA	$79.61	NA	NA	NA	NA	NA	NA
NRC - 4-wire 64 kbps Interoffice Channel - Facility Termination - Add'l	U1TD6	NA	NA	$36.08	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc O	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc O	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc O	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc O	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Dis	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

ENHANCED EXTENDED LINKS (EELs)										
Interoffice Channel - Dedicated - DS1										
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	$0 69	$0.2035	$0.31	$0.45	$0 78	$0.66	$0.08	$0.76	$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	$79.69	$93.31	$63.39	$55.05	$93.40	$74.40	$71 29	$94.98	$75 83
NRC - Ordinarily Combined in GA (Note 5)										
NRC - DS1 Interoffice Channel - Facility Termination - 1st	U1TF1	NA	NA	$169.57	NA	NA	NA	NA	NA	NA
NRC - DS1 Interoffice Channel - Facility Termination - Add'l	U1TF1	NA	NA	$112.77	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$23.98	NA	NA	NA	NA	NA	NA
NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Add	SOMAN	NA	NA	$17.77	NA	NA	NA	NA	NA	NA
NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disc	SOMAN	NA	NA	$15.13	NA	NA	NA	NA	NA	NA
NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disc	SOMAN	NA	NA	$7.02	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54 03	$11 27	$58.43	$54.09	$54 23	$54.09	$54.00	$54 26	$54 13
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect -	UNCCC	$0 00	$13.03	$12.61	$0.00	$0.00	$0.00	$0 00	$0.00	$0 00
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect -	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0 00	$0.00
Interoffice Channel - Dedicated - DS3 - per mile per month										
Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	$4.98	$4 25	$6.46	$12.06	$16.15	$13.48	$12.98	$19.14	$6.88
Interoffice Channel - Dedicated - DS3 - Facility Termination per month	U1TF3	$898.15	$1,130	$717 60	$1,112.02	$1,131.09	$686.84	$720.38	$904 49	$840.61
NRC - Ordinarily Combined in GA (Note 5)										
NRC - DS3 Interoffice Channel - Facility Termination - 1st	U1TF3	NA	NA	$578.97	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Facility Termination - Add'l	U1TF3	NA	NA	$312.17	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3 50	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$51.27	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Add	SOMAN	NA	NA	$38.87	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Disc	SOMAN	NA	NA	$30.42	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Disc	SOMAN	NA	NA	$18.76	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32 11	$11.27	$26.99	$32.16	$32 24	$32.16	$32 10	$32.25	$32 17
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect -	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect -	UNCCC	$0.00	$13 03	$12 61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interoffice Channel - Dedicated - STS-1										
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	$4.98	$9.32	$2.75	$12.62	$14.04	$15.02	$12.98	$8.13	$5.89
Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TFS	$898 15	$569.67	$796 59	$1,204	$1,101	$744.38	$720.38	$967.70	$760.20
NRC - Ordinarily Combined in GA (Note 5)										
NRC - STS-1 Interoffice Channel - Facility Termination - 1st	U1TFS	NA	NA	$640.32	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Facility Termination - Add'l	U1TFS	NA	NA	$575.26	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - 1s	SOMAN	NA	NA	$37.96	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - A	SOMAN	NA	NA	$37.96	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - D	SOMAN	NA	NA	$18.23	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - D	SOMAN	NA	NA	$18.23	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54 03	$11.27	$58 43	$54.09	$54 23	$54.09	$54 00	$54.26	$54.13
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11 27	$26.99	$32 16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

ENHANCED EXTENDED LINKS (EELs)										
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00	$13 03	$12.61	$0 00	$0.00	$0 00	$0.00	$0 00	$0.00
Interoffice Channel - OC3										
Interoffice Channel - OC3 - per Mile	1L5XX	$7.35	$8 38	$4.37	$27.97	$23.89	$18 35	$14.10	$9 75	$13.45
Interoffice Channel - OC3 - per Facility Termination	TBA	$2,475	$3,043	$2,187.00	$3,390	$2,990	$1,892.00	$2,071	$2,802	$2,124
NRC - Ordinarily Combined in GA (Note 5)										
NRC - OC3 - Facility Termination - 1st	TBA	NA	NA	$947 69	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Add'l	TBA	NA	NA	$413.00	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$122 31	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3 50	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11 27	$58.43	$54 09	$54.23	$54 09	$54.00	$54 26	$54.13
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32 24	$32.16	$32.10	$32.25	$32.17
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0 00	$0.00	$0.00	$0.00
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	$0.00	$13 03	$12.61	$0 00	$0.00	$0 00	$0.00	$0 00	$0.00
Interoffice Channel - OC12										
Interoffice Channel - OC12 - per Mile	TBA	$19.26	$26 91	$15 05	$84.88	$74.44	$60.42	$30.38	$32 52	$49.80
Interoffice Channel - OC12 - per Facility Termination	TBA	$9,763	$11,685	$8,202.00	$12,344	$11,517	$7,182.00	$2,122	$11,132	$8,015
NRC - Ordinarily Combined in GA (Note 5)										
NRC - OC12 - Facility Termination - 1st	TBA	NA	NA	$1,034.00	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Add'l	TBA	NA	NA	$317.38	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	$37 55	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32 11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00	$13 03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00	$13 03	$12.61	$0 00	$0.00	$0 00	$0.00	$0 00	$0.00
Interoffice Channel - OC48										
Interoffice Channel - OC48 - per Mile	TBA	$30.65	$34 66	$25 70	$138 02	$128.59	$102.43	$120.02	$45 92	$106.55
Interoffice Channel - OC48 - per Facility Termination	TBA	$11,691	$12,554	$11,134.00	$16,017	$14,950	$11,480.00	$1,677	$967.58	$11,632
Interoffice Channel - OC12 interface on OC48 Facility	TBA	$1,424	$1,208	$1,137.00	$1,497	$1,451	$1,351.00	$582.66	$1,561	$1,170
NRC - Ordinarily Combined in GA (Note 5)										
NRC - OC48 - Facility Termination - 1st	TBA	NA	NA	$1,034.00	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Add'l	TBA	NA	NA	$317.38	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA	NA	$539.36	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA	NA	$317.38	NA	NA	NA	NA	NA	NA

ENHANCED EXTENDED LINKS (EELs)											
NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3 50	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnec	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnec	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc O	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc O	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54 03	$11.27	$58.43	$54.09	$54.23	$54.09	$54 00	$54.26	$54 13
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11 27	$26.99	$32.16	$32.24	$32.16	$32.10	$32 25	$32.17
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00	$13 03	$12.61	$0 00	$0.00	$0 00	$0.00	$0 00	$0.00
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0 00	$0.00	$0.00
Channelization:										
DS3 Channelization										
DS3 Channelized System per month	MQ3	$225.36	$222.61	$202.91	$236.32	$245.84	$229.30	$226.81	$200.01	$222.98
DS3 Interface per month (DS1 COCI)	UC1D1	$17.22	$14 51	$0.67	$8 52	$7.55	$5.58	$4.61	$11 99	$3.91
NRC - Ordinarily Combined in GA (Note 5)										
NRC - DS3 Channelization - 1st	MQ3	NA	NA	$241.14	NA	NA	NA	NA	NA	NA
NRC - DS3 Channelization - Add'l	MQ3	NA	NA	$130.02	NA	NA	NA	NA	NA	NA
NRC - Channel Activation - 1st	UC1D1	NA	NA	$12.15	NA	NA	NA	NA	NA	NA
NRC - Channel Activation - Add'l	UC1D1	NA	NA	$8.76	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$14.91	NA	NA	NA	NA	NA	NA
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$6.63	NA	NA	NA	NA	NA	NA
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Disconn	SOMAN	NA	NA	$10.88	NA	NA	NA	NA	NA	NA
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Disconn	SOMAN	NA	NA	$0.00	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54 03	$11.27	$58.43	$54 09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0 00	$13.03	$12.61	$0.00	$0 00	$0.00	$0.00	$0.00	$0.00
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OR										
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54 00	$54.26	$54.13
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32 24	$32.16	$32.10	$32.25	$32.17
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect -	UNCCC	$0.00	$13 03	$12.61	$0 00	$0.00	$0 00	$0.00	$0.00	$0.00
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect -	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0 00
DS1 Channelization										
DS1 Channelized System per month	MQ1	$136.82	$154.74	$18 23	$200.01	$209.87	$146.87	$177 72	$147.51	$165 21
OCU-DP(data) interface card per month (2.4-64kbs)	1D1DD	$1.66	$2.22	$1 06	$2.94	$3 12	$2.86	$2 88	$2.34	$2.46
VG interface card per month	1D1VG	$0 8586	$1.46	$2.67	$1 40	$1.62	$1.45	$1.64	$1 47	$1.25
2-wire ISDN(BRITE card) per month	UC1CA	$3.41	$3.86	$3.41	$4 04	$4.18	$3.88	$3.76	$4.21	$3.33

ENHANCED EXTENDED LINKS (EELs)											
NRC - Ordinarily Combined in GA (Note 5)											
NRC - DS1 Channelization - 1st	MQ1	NA	NA	$138.85	NA	NA	NA	NA	NA	NA
NRC - DS1 Channelization - Add'l	MQ1	NA	NA	$92.34	NA	NA	NA	NA	NA	NA
NRC - Channel Activation VG - 1st	1D1VG	NA	NA	$12.15	NA	NA	NA	NA	NA	NA
NRC - Channel Activation VG - Add'l	1D1VG	NA	NA	$8.76	NA	NA	NA	NA	NA	NA
NRC - Channel Activation OCU-DP- 1st	1D1DD	NA	NA	$12.15	NA	NA	NA	NA	NA	NA
NRC - Channel Activation OCU-DP- Add'l	1D1DD	NA	NA	$8.76	NA	NA	NA	NA	NA	NA
NRC - Channel Activation BRITE - 1st	UCICA	NA	NA	$12.15	NA	NA	NA	NA	NA	NA
NRC - Channel Activation BRITE - Add'l	UCICA	NA	NA	$8.76	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$34.00	NA	NA	NA	NA	NA	NA
NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$27.79	NA	NA	NA	NA	NA	NA
NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Disconn	SOMAN	NA	NA	$20.10	NA	NA	NA	NA	NA	NA
NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Disconn	SOMAN	NA	NA	$11.98	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)											
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect -	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect -	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Access to DCS - Customer Reconfiguration (FlexServ)											
DS1 DSC Termination with DS0 Switching	TBD	TBD	$28.72	$22.86	TBD	TBD	TBD	TBD	TBD	TBD
DS1 DSC Termination with DS1 Switching	TBD	TBD	$12.23	$8.64	TBD	TBD	TBD	TBD	TBD	TBD
DS3 DSC Termination with DS1 Switching	TBD	TBD	$154.31	$151.85	TBD	TBD	TBD	TBD	TBD	TBD
NRC - Ordinarily Combined in GA:											
NRC - Customer Configuration Establishment	TBD	TBD	$2.97	$2.91	TBD	TBD	TBD	TBD	TBD	TBD
NRC - Customer Configuration Establishment - Disconnect	TBD	TBD	$3.44	$3.36	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with DS0 Switching - 1st	TBD	TBD	$51.50	$32.07	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with DS0 Switching - Add'l	TBD	TBD	$39.64	$31.49	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with DS0 Switching - Disconnect - 1st	TBD	TBD	$31.06	$20.16	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with DS0 Switching - Disconnect - Add'l	TBD	TBD	$24.98	$20.16	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with NRC- DS1 Switching - 1st	TBD	TBD	$37.23	$18.07	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with NRC- DS1 Switching - Add'l	TBD	TBD	$25.36	$17.49	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with NRC- DS1 Switching - Disconnect - 1st	TBD	TBD	$22.81	$12.10	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with NRC- DS1 Switching - Disconnect - Add'l	TBD	TBD	$16.73	$12.10	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS3 DSC Termination with DS1 Switching - 1st	TBD	TBD	$51.50	$32.07	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS3 DSC Termination with DS1 Switching - Add'l	TBD	TBD	$39.64	$31.49	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS3 DSC Termination with DS1 Switching - Disconnect - 1st	TBD	TBD	$31.06	$20.16	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS3 DSC Termination with DS1 Switching - Disconnect - Add'l	TBD	TBD	$24.98	$20.16	TBD	TBD	TBD	TBD	TBD	TBD
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)											
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect -	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect -	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Notes											
1 Deaveraged Rates will be effective May 1, 2000											
2 New EELs will only be available in the State of Georgia and in density Zone 1 of the following MSAs in the BellSouth Region:											

		ENHANCED EXTENDED LINKS (EELs)												
		Florida - Miami, Orlando, Ft. Lauderdale												
		Louisiana - New Orleans												
		N. Carolina - Greensboro, Charlotte												
		Tennessee - Nashville												
	3	Unapproved rates are subject to true up												
	4	Add together the recurring rates of all the applicable network elements in order to obtain total monthly recurring rate.												
		* Examples:												
		- 2-wire VG Loop + Voice Grade Interface Card + DS1 Channelization System + DS1 Interoffice Channel												
		- DS1 Loop + DS1 Interface Card + DS3 Channelization System + DS3 Interoffice Channel												
		- DS3 Local Channel + DS3 Interoffice Channel + DS3 Channelization System + DS1 Interface Card												
	5	The Ordinarily Combined in GA NRC applies to new combinations within the State of Georgia.												
	6	The "Switch As Is" NRC is a conversion charge. One SAI charge is applicable per circuit.												

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Operational Support Systems										
Recovery of incremental OSS costs, per CLP, per month	TBD	NA	NA	NA	NA	NA	NA	$305 00	NA	NA
RC - OSS OLEC Daily Usage File: Recording, Per Message	TBD	$0.0002	$0.008	$0.0001275	$0.0008611	$0.00019	$0.0001179	$0.0003	$0.0002862	$0.008
RC- OSS OLEC Daily Usage File: Message Processing, Per Message	TBD	$0.0033	$0.004	$0.0062548	$0.0032357	$0.0024	$0.0032089	$0.0032	$0.0032344	$0.004
RC - OSS OLEC Daily Usage File: Message Distribution, Per Magnetic Tape	TBD	$55.19	$54.95	$28.25	$55.68	$47.3000	$54.62	$54.61	$54.72	$54.95
RC - OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), Per	TBD	$0.00004	$0.001	$0.0000434	$0.0000365	$0.0000300	$0.0000354	$0.00004	$0.0000357	$0.001
Access Daily Usage File (ADUF)										
RC - ADUF, Message Processing, per message	TBD	$0 004	$0.004	$0.0136327	$0.004	$0.004	$0 004	$0.004	$0.004	$0.004
RC - ADUF, Message Distribution, per Magnetice Tape provisioned	TBD	$54.95	$54.95	$28.85	$54.95	$54.95	$54.95	$54.95	$54.95	$54 95
RC - ADUF, Data Transmision (CONNECT:DIRECT), per message	TBD	$0.001	$0.001	$0.0000434	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001
Enhanced Optional Daily Usage File (EODUF)										
Enhanced Optional Daily Usage File: Message Processing , Per Message	TBD	$0.004	$0.004	$0.0034555	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
Enhanced Optional Daily Usage File. Message Processing, per magnetic tape	TBD	$47 30	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30	$47.30	$47 30
Enhanced Optional Daily Usage File: Data Transmision (CONNECT:DIRECT), per	TBD	$0.0000364	$0.0000364	NA	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0.0000364	$0 0000364
SWA 8XX Toll Free Dialing Ten Digit Screening Service (Note 1)			TBD							
8XX Access Ten Digit Screening (all types), per call (Note 2)	N/A	$0.0005	NA	$0.0004868	NA	$0.0005305	$0.0005321	$0.00050	$0.0005227	NA
8XX Access Ten Digit Screening Svc. W/8XX No. Delivery										
per query	N/A	NA	NA	NA	$0.0010	NA	NA	$0.00365	NA	$0.004
for 8XX Numbers, with Optional Complex Features, per query	N/A	NA	NA	NA	$0.0011	NA	NA	$0.00431	NA	$0.004
8XX 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
8XX Access Ten Digit Screening Svc. W/800 No. Delivery										
per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
for 8XX Numbers, w/Optional Complex Features, per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
8XX 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 8XX number reserved										
NRC - 1st	N8R1X	$7.13	NA	$6.57	$10.05	$6.29	$8.46	$7.05	$6.38	$30.00
NRC - Add'l	N8R1X	$0.97	NA	$0.76	$1.19	$0.73	$0.96	$0.96	$0.9583	$0.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18 14	$25.52	$26 94	$27.84	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Per 8XX # Established w/o POTS (w/8XX No.) Translations										
NRC - 1st	N/A	$15.88	NA	$12.81	$30.59	$12.27	$17.04	$23.82	$22.63	$67 50
NRC - Add'l	N/A	$1.97	NA	$1 45	$3.22	$1.39	$1.93	$2.73	$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	$41.35	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 8XX # Established with POTS Translations										
NRC - 1st	N8FTX	$15.88	NA	$12.81	$30.59	$12.27	$17.04	$23.82	$22.63	$67.50
NRC - Add'l	N8FTX	$1 97	NA	$1.45	$3.22	$1 39	$1.93	$2 73	$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	$41.35	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 8XX Number										
NRC - 1st	N8FCX	$5.69	NA	$4.46	$6.97	$4.27	$5.63	$5.63	$5.64	$3.00
NRC - Add'l	N8FCX	$2.85	NA	$2.23	$3.49	$2.14	$2.81	$2.82	$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

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Multiple Inter LATA Carrier Routing per Carrier Requested per 8XX #										
NRC - 1st	N8FMX	$6.66	NA	$5.22	$8.16	$5.00	$6.59	$6.59	$6.60	$3.50
NRC - Add'l	N8FMX	$3.81	NA	$2.99	$4.67	$2.86	$3.77	$3.77	$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	$8.01	$7.34	$48.50
NRC - Add'l	N8FAX	$0.97	NA	$0.76	$1.19	$0.73	$0.96	$0.96	$0.9583	$0.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$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	$5.63	$5.64	$3.00
NRC - Add'l	N8FDX	NA	NA	$4.46	$6.97	$4.27	$5.63	NA	$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	$0.013400	$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 - Electronic Service Order	TBD	NA	NA	NA	NA	NA	NA	$62.26	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$25.93	NA	$18.94	NA	$18 14	$25.52	$26.94	$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
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
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	$16.31	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	$132.88	$156.33	$355.00
CCS7 Signaling Usage, per ISUP message		$0.00004	$0.00001	$0.0000354	$0.000037893	$0.0000430	$0.0000456	$0.00004	$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	$0.00009	$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	$338.98	$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	$1.20	$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	$1.24	$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	$0.11	$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	$0.12	$0.1293459	$0.15
Professional recording of name (OCP alone)	USOD1	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000 00
Professional recording of name (DA and OCP alone)	USOD1	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00
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

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
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	$1.15	$1.15	NA
Verification and Emergency Interrupt, per minute	N/A	$1.16	NA	$0.921083	NA	$0.86	$1.14	$1.15	$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 10	$0.10	$0.10	$0.10	$0.10	$0.10	$0 062	$0.10	$0.10
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	$0.0110	$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		$0.275	$0.275	$0.275	$0.275	$0.275	$0.275	$0.260000	$0.275	$0.275
Professional recording of name (DA alone)		$3,000.00	$3,000.00	$3,000 00	$3,000.00	$3,000 00	$3,000.00	$3,000.00	$3,000.00	$3,000 00
Professional recording of name (DA and OCP alone)		$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000 00	$7,000.00
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	NA	$225.00	$225 00
EBAS or 0- automation loading, per NAV shelf		$270.00	$270.00	$270.00	$270 00	$270 00	$270.00	NA	$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	$35.68	$37.20	$133 81
NRC - 1st	N/A	$503.57	$242.45	$356.15	$637.46	$339.69	$494.83	$534.48	$534.81	$868 97
NRC - Add'l	N/A	$442.84	$226.44	$312.89	$546.94	$298.29	$435.28	$462.69	$462.81	$486.83
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 - 1st	SOMAN	$61.99	NA	$44.22	NA	$42.34	$59.58	$86.15	$87.99	NA
NRC - Incremental Charge-Manual Svc Order - NRC -addl	TBD	NA	NA	NA	NA	NA	NA	$1.77	NA	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	$0.5753	$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	$71.29	$94.98	$90.00
NRC - 1st	N/A	$198.15	$45.91	$147.07	$298.18	$140.49	$196.28	$217.17	$216.27	$100.49
NRC - Add'l	N/A	$148.18	$44.18	$111.75	$231.18	$106.69	$147.31	$163.75	$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	$38.07	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	$38.07	$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	$0.00020	$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	$0.00003	$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	$0.0021	$0.0024809	NA
DA Interconnection, per DA Access Service Call	N/A	$0.00269	NA	$0.00269	NA	NA	NA	$0.00	$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	NA	$407.81	NA
NRC - Add'l	N/A	$5 95	$4.71	$4.42	$13.32	$4.23	$5 85	NA	$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
NRC - Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	$407.53	NA	NA
NRC - Manual Service Order - Add'l	TBD	NA	NA	NA	NA	NA	NA	$10.98	NA	NA
Directory Assistance Database Service (DADS)										

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Directory Assistance Database Service charge per listing	N/A	$0.0446	$0.001	$0.0445	$0.0193	$0.0443	$0.0447	$0.04460	$0.0444	NA
Directory Assistance Database Service, per month	DBSOF	$128.55	$100.00	$95.50	$120.76	$90.54	$126.17	$126.26	$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	$6,930.00	$6,963.00	NA
Direct Access to Directory Assistance Service, per query	DBSDA	$0.0472685	$0.01	$0.0469016	$0.0052	$0.0460	$0.0461336	$0.0456	$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	$1,164.00	$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 (Note 4)										
AIN, per message	CAM	NA	$0.00004	NA	NA	NA	NA	NA	NA	TBD
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	$294.77	$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	$86.94	$87.29	NA
NRC - Disconnect	CAMDP	$27.04	NA	NA	NA	$18.61	$37.70	NA	NA	NA
Port Connection - ISDN Access										
NRC	CAM1P	$64.05	NA	$29.66	NA	$50.07	$53.47	$86.94	$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	$200.83	$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	$172 05	$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	$0.0023	$0.0028	NA
Session per minute	N/A	$0.0892	NA	$0.0795604	NA	$0.10	$0.0975650	$0.0791	$0.0942966	NA
C0 Performed Session, per minute					NA	$1.97	$2.09	$2.08	$2.07	NA
AIN - BellSouth AIN Toolkit Service										
AIN, Service Creation Tools	CAM8P	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	$290.05	$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	$8,363.00	$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	$72.76	$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	$72.76	$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	$72.76	$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	$149 95	$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	$149.95	$150.25	NA
NRC - Disconnect	BAPTC	$37.90	NA	NA	NA	$26.73	$48.44	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Trigger Access Charge, per trigger, per DN, Feature Code										
NRC	BAPTF	$117.98	NA	$70.06	NA	$92.99	$106.90	$149.95	$150.25	NA
NRC - Disconnect	BAPTF	$37.90	NA	NA	NA	$26.73	$48.44	NA	NA	NA
Query Charge, per query		$0.024	NA	$0.0209223	NA	$0.03	$0.0256138	$0.02	$0.0250662	NA
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query		$0.006	NA	$0.0053137	NA	$0.0065	$0.0065161	$0.005	$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	$1.45	$1.73	NA
Monthly Report - per AIN Toolkit Service Subscription	BAPMS	$16.00	NA	$15.96	NA	$15.89	$16.01	$15.98	$15.93	NA
NRC	BAPMS	$44.56	NA	$22.64	NA	$34.61	$44.02	$71.80	$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	$0.08	$0.0872769	NA
NRC	BAPLS	$47.74	NA	$22.64	NA	$37.77	$47.21	$47.20	$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	$15.90	$15.84	NA
NRC	BAPDS	$44.56	NA	$22.64	NA	$34.61	$44.02	$71.80	$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	$0.003	$0.0029092	NA
NRC	BAPES	$47 74	NA	$22.64	NA	$37.77	$47.21	$47 20	$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 CLEC-1 uses the Character Based User Interface (CHUI)	N/A	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00	$595 00
* Volume and term arrangements are also available.										
SELECTIVE ROUTING (Note 5)										
Per Line or PBX Trunk, each		NA	NA	NA	$10.00 (Interim	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	USRCR	$230.60	$229.65	$180.62	$229.65	$229.65	$227.99	$229.65	$226 22	$229.65
NRC - Incremental Charge - Manual Service Order		$25.93	NA	$18.94	NA	NA	$253.51	NA	$27.84	NA
VIRTUAL COLLOCATION										
NRC - Virtual Collocation - Application Cost - Manual	TBD	NA	NA	NA	NA	NA	NA	$3,622.00	NA	NA
NRC - Virtual Collocation - Cable Installation Cost per Cable - Manual	TBD	NA	NA	NA	NA	NA	NA	$2,305 00	NA	NA
RC - Virtual Collocation - Floor space per square feet	TBD	NA	NA	NA	NA	NA	NA	$3.45	NA	NA
RC - Virtual Collocation - Floor space power, per ampere	TBD	NA	NA	NA	NA	NA	NA	$6.65	NA	NA
RC - Virtual Collocation - Cable support structure, per entrance cable	TBD	NA	NA	NA	NA	NA	NA	$18.66	NA	NA
2-wire Cross-Connect										
RC	UEAC2	$0.28	$0.524	$0.30	$0.31	$0 26	$0.3996	$0.09	$0.3648	$0.30
NRC - 1st	UEAC2	$30.76	$11 57	$12.60	$54.21	$23.04	$30.93	$41.78	$41.50	$19.20
NRC - Add'l	UEAC2	$29.40	$11.57	$12.60	$51.07	$22.11	$29.59	$39.23	$38.94	$19.20
NRC - 1st - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	$4.75	NA	NA
NRC - Add'l - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	$4.75	NA	NA
NRC - Disconnect - 1st	UEAC2	$12.75	NA	NA	NA	$9.48	$12.76	NA	NA	NA
NRC - Disconnect - Add'l	UEAC2	$11.38	NA	NA	NA	$8.54	$11.43	NA	NA	NA
4-wire Cross-Connect										
RC	UEAC4	$0 56	$0.524	$0.50	$0.62	$0.52	$0.7992	$0.18	$0.7297	$0.50
NRC - 1st	UEAC4	$66.71	$11.57	$12.60	$54.23	$23.23	$31.17	$41.91	$41.56	$19.20
NRC - Add'l	UEAC4	$50.43	$11.57	$12.60	$50.96	$22.24	$29.77	$39.25	$38.90	$19.20
NRC - 1st - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	$4.73	NA	NA
NRC - Add'l - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	$4.73	NA	NA
NRC - Disconnect - 1st	UEAC4	$12.82	NA	NA	NA	$9.53	$12.83	NA	NA	NA
NRC - Disconnect - Add'l	UEAC4	$11.39	NA	NA	NA	$8.55	$11.43	NA	NA	NA
2-fiber Cross-Connect										

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
RC	CNC2F	$12.10	NA	$15.64	$15.64	$19.13	$15.64	$15.99	$15.06	$15.64
NRC - 1st	CNC2F	$55.46	NA	$41.56	$41.56	$41.07	$41.56	$67.34	$69.28	$41.56
NRC - Add'l	CNC2F	$39.18	NA	$29.82	$29.82	$29.63	$29.82	$48.55	$48.89	$29.82
NRC - Disconnect - 1st	CNC2F	$16.83	NA	NA	NA	$12.84	$12.96	NA	NA	NA
NRC - Disconnect - Add'l	CNC2F	$13.27	NA	NA	NA	$10.29	$10.34	NA	NA	NA
4-fiber Cross-Connect										
RC	CNC4F	$21.75	NA	$28.11	$28.11	$34.38	$28.11	$28.74	$27.08	$28.11
NRC - 1st	CNC4F	$66.71	NA	$50.53	$50.53	$49.81	$50.53	$82.35	$84.07	$50.53
NRC - Add'l	CNC4F	$50.43	NA	$38.78	$38.78	$38.37	$38.78	$63.56	$63.68	$38.78
NRC - Disconnect - 1st	CNC4F	$21.86	NA	NA	NA	$16.75	$16.97	NA	NA	NA
NRC - Disconnect - Add'l	CNC4F	$18.31	NA	NA	NA	$14.20	$14.35	NA	NA	NA
DS1 Cross-Connects										
RC	TBD	NA	NA	NA	NA	NA	NA	$0.97	NA	NA
NRC - 1st	TBD	NA	NA	NA	NA	NA	NA	$71.02	NA	NA
NRC - Add'l	TBD	NA	NA	NA	NA	NA	NA	$51.08	NA	NA
NRC - Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	$4.70	NA	NA
NRC - Manual Service Order - Add'l	TBD	NA	NA	NA	NA	NA	NA	$4.70	NA	NA
DS3 Cross-Connects										
RC	TBD	NA	NA	NA	NA	NA	NA	$12.33	NA	NA
NRC - 1st	TBD	NA	NA	NA	NA	NA	NA	$69.84	NA	NA
NRC - Add'l	TBD	NA	NA	NA	NA	NA	NA	$49.43	NA	NA
NRC - Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	$4.70	NA	NA
NRC - Manual Service Order - Add'l	TBD	NA	NA	NA	NA	NA	NA	$4.70	NA	NA

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. 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)
2. 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
3. This charge is only applicable where signaling usage measurement or billing capability does not exist
4. Prices for AIN to be determined upon development of mediation device. (TN)
5. Price for Line Class Codes for Selective Routing shall be determined by the TRA. (TN)

Attachment 3

Local Interconnection

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Local Interconnection: Call Transport and Termination

The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access) on the following terms:

1. Network Interconnection

1.1 Interconnection is available to both Parties through: (1) delivery of a Party's facilities to a collocation arrangement or Fiber Meet arrangement as defined in this Agreement; or (2) interconnection via purchase of facilities from the other Party. Interconnection may be provided by the Parties at any other technically feasible point. Requests to BellSouth for interconnection at other points may be made through the Bona Fide Request/New Business Request process set out in General Terms and Conditions.

1.2 KMC Telecom must establish, at a minimum, a single Point of Presence, Interface, and Interconnection with BellSouth within the LATA for the delivery of KMC Telecom originated local, intraLATA toll and transit traffic. If KMC Telecom chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, KMC Telecom must establish Points of Interconnection at all BellSouth access and local tandems where KMC Telecom NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth Tandem and KMC Telecom End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the Tandem and End Office switch. It is KMC Telecom's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide (LERG).

1.2.1 In order for KMC Telecom to home its NPA/NXX(s) on a BellSouth Tandem, KMC Telecom's NPA/NXX(s) must be assigned to an Exchange Rate Center Area served by that BellSouth Tandem and as specified by BellSouth. The specified association between BellSouth Tandems and Exchange Rate Center Areas is defined in the Local Exchange Routing Guide (LERG) as it is revised from time to time.

1.3 A **Point of Presence (POP)** is the physical location (a structure where the environmental, power, air conditioning, etc. specifications for a Party's terminating equipment can be met) at which a Party establishes itself for obtaining access to the other Party's network. The POP is the physical location within which the Point of Interfaces occur.

1.4 A **Point of Interface** is the physical telecommunications interface between BellSouth and KMC Telecom's interconnection functions. It establishes the technical interface and point of operational responsibility. The primary function of the Point of Interface is to serve as the terminus for the interconnection service. The Point of Interface has the following main characteristics:

1. It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.
2. It is a point where BellSouth and KMC Telecom can verify and maintain specific performance objectives.
3. It is specified according to the interface offered in the applicable tariff or local interconnection agreement (for example: for DS1 service the FCC # 1 tariff specifies that the interface meets the technical specifications detailed in Generic Requirements GR-342-CORE, Issue 1, December 1995.)
4. The Parties provide their own equipment (CPE) to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits on the customer premises.

1.5 The **Point of Interconnection** is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either Access Tandems, Local Tandems, or End Offices as described in this Agreement. KMC Telecom's requested Point of Interconnection will also be used for the receipt and delivery of transit traffic at BellSouth Access and Local Tandems. Points of Interconnection established at the BellSouth Local Tandem shall not be used to interconnect for the exchange of Switched Access Traffic or intraLATA toll.

1.6 KMC Telecom, at its option, shall establish Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to BellSouth. The Point of Interface may not necessarily be established at the Point of Interconnection. BellSouth shall designate the Points of Presence and Points of Interface for the delivery of traffic originated by BellSouth to KMC Telecom for call transport and termination by KMC Telecom.

1.7

~~FDN COMMENT: Para. 1.7 seems to be inconsistent with para. 2.3 and the rate schedules attached. FDN favors the approach of para. 1.7.~~

Effective as of the date of signature by both Parties of this Interconnection Agreement, t~~T~~he Parties shall institute a bill and keep compensation plan under which neither Party will charge the other Party recurring and nonrecurring charges associated with trunks and facilities for the exchange of local (non-transit) traffic ~~other than Transit Traffic~~. Each Party has the obligation to install

the appropriate trunks and associated facilities on its respective side of the Point of Interface and is responisble for bearing its own costs on its side of the Point of Interface. Both Parties, as appropriate, shall be compensated for the ordering of trunks and facilities for transit traffic and for ancillary traffic types including, but not limited to, 911 and OS/DA. The Parties agree that charges for such trunks and facilities are as set forth in Exhibit A to this Attachment. ~~transporting Transit Traffic~~ In the event that a Party chooses to lease facilities from the other Party for its originating traffic, in lieu of installing facilities and trunks on its side of the Point of Interface as required by Section 1.6, such facilities and the corresponding trunks are not subject to bill and keep, but shall be purchased in accordance with Section 1.8.1.~~.~~

1.8 **Interconnection via Purchase of Facilities**

1.8.1 In lieu of providing facilties and trunks on its side of the Point of Interface, ~~E~~either Party may purchase Local Channel facilities from the Party's specified Point of Interface to its designated serving wire center. The Parties agree that charges for such Local Channel facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for a Local Channel, the rate shall be as set forth in the appropriate Party's intrastate or interstate tariff for switched access services as filed and effective with the appropriate Commission.

Additionally, in lieu of providing facilities and trunks on its side of the Point of Interface, either Party may purchase Dedicated Transport facilities from its designated serving wire center to the other Party's first point of switching. The Parties agree that charges for such Dedicated Transport facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for Dedicated Transport, the rate shall be as set forth in the appropriate Party's intrastate or interstate tariff for switched access services as filed and effective with the appropriate Commission.

1.8.2 For the purposes of this Attachment, Local Channel is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.

1.8.3 For the purposes of this Attachment, Serving Wire Center is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Point of Presence.

1.8.4 For the purposes of this Attachment, Dedicated Transport is defined as a switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.

1.9 BellSouth **Multiple Tandem Access (MTA)** provides for LATA wide BellSouth transport and termination of KMC Telecom-originated local and intraLATA toll traffic transported by BellSouth by establishing a Point of Interconnection at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, KMC Telecom must still establish Points of Interconnection at all BellSouth access tandems where KMC Telecom NXXs are "homed". If KMC Telecom does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish Points of Interconnection at such BellSouth access tandem, KMC Telecom can order MTA in each BellSouth access tandem within the LATA where it does have a Point of Interconnection and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where KMC Telecom does not have a Point of Interconnection. MTA shall be provisioned in accordance with BellSouth's reasonable and nondiscriminatory Ordering Guidelines.

1.9.1 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on KMC Telecom's NXX Access Tandem homing arrangement as specified by KMC Telecom in the national Local Exchange Routing Guide (LERG).

1.9.2 For KMC Telecom -originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Party network (transit traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.

1.9.3 With MTA, for the delivery of KMC Telecom's local and ISP bound traffic, KMC Telecom will be accessed charges as specified in Exhibit A to this Attachment for the additional transport and tandem switching required as a result of MTA on an elemental basis in addition to the reciprocal compensation or intercarrier compensation rate to which the Parties have agreed in Section 6.1.2. In the situation of tandem exhaust at any particular tandem, where the Parties choose MTA as an alternative routing plan, the Parties will negotiate appropriate rates, terms and conditions.

1.9.4 To the extent KMC Telecom does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, KMC Telecom must establish Points of Interconnection to every access tandem in the calling area in order to serve the entire calling area. To the extent KMC Telecom does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish a Point of Interconnection to additional BellSouth access tandems that serve end offices outside the local calling area.

1.10 **Local Tandem Interconnection**. This interconnection arrangement allows KMC Telecom to establish a Point of Interconnection at BellSouth local

tandems for: (1) the delivery of KMC Telecom-originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's GSST, section A3 served by those BellSouth local tandems, and (2) for local transit traffic transported by BellSouth for third party network providers who have also established Points of Interconnection at those BellSouth local tandems.

1.10.1 When a specified local calling area is served by more than one BellSouth local tandem, KMC Telecom must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, KMC Telecom may choose to establish a Point of Interconnection at the BellSouth local tandems where it has no codes homing but is not required to do so. KMC Telecom may deliver local traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where KMC Telecom does not choose to establish a Point of Interconnection. It is KMC Telecom's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to KMC Telecom's codes. Likewise, KMC Telecom shall obtain its routing information from the LERG.

1.10.2 Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, KMC Telecom must also establish Points of Interconnection to BellSouth access tandems within the LATA on which KMC Telecom has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth cannot switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff.)

1.10.3 BellSouth's provisioning of local tandem interconnection assumes that KMC Telecom has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

1.11 **Fiber Meet**

1.11.1 "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).

1.11.2 If KMC Telecom elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, KMC Telecom 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, KMC Telecom'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.

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

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

1.11.5 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 KMC Telecom 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 KMC Telecom, Point of Interface to BellSouth).

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

1.11.7 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.

1.11.8 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.

1.11.9 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 Parties' applicable Access Service tariffs (e.g., the BellSouth Interstate or Intrastate Access Services Tariff).

1.11.10 The term "Special Access Service" means the offering of dedicated facilities for the purpose of the origination or termination of telecommunications traffic to or from an interexchange carrier to or from each Parties' telephone exchange service customers in a given area.

2. Interconnection Trunking and Routing

2.1 BellSouth and KMC Telecom shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with Sections 2.4 and 2.5 of this attachment.

2.2 Any KMC Telecom interconnection request that deviates from the standard trunking configurations as described in the *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide* that affects traffic delivered to KMC Telecom from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require KMC Telecom to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.

2.3

~~FDN COMMENT: Para. 1.7 seems to be inconsistent with para. 2.3 and the rate schedules attached. FDN favors the approach of para. 1.7.~~

Except as otherwise provided in 1.7, ~~A~~all terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and KMC Telecom not addressed in Exhibit A shall be as set forth in the appropriate intrastate or interstate tariff for switched access services of the Parties. ~~For two-way trunking that carries the Parties' local and intraLATA toll traffic, excluding transit traffic, the Parties shall be compensated for the nonrecurring and recurring charges for trunks and DS1 facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party.~~ KMC Telecom shall be responsible for ordering and paying for any two-way trunks carrying transit traffic.

2.4 Two-Way Trunking Requirements:

The following requirements apply to two-way trunking that carries the Parties local and intraLATA toll.

1. If a Party chooses to interconnect using two-way trunking, that Party shall initiate such two-way trunking request. The quantity of two way trunking shall be mutually agreed upon and shall be jointly provisioned.

2. The Point of Interface will be located at a mutually agreed upon location.

3. BellSouth and KMC Telecom will jointly review the trunk forecast, as needed, on a periodic basis, or at least every six (6) months.

4. KMC Telecom will order trunks using access service request (ASR) process in place for Local Interconnection after the joint planning meeting takes place between BellSouth and KMC Telecom.

5. BellSouth and KMC Telecom will agree on traffic engineering parameters that will be used in the engineering of the trunk groups. BellSouth will provide the same quality of service that it provides to itself.

6. BellSouth and KMC Telecom agree to meet and resolve service-affecting situations in a timely manner. This contact will normally be made through the Account Team and KMC Telecom's Vice President of Engineering.

7. Establishing a two-way trunk group does not preclude BellSouth or KMC Telecom from adding one-way trunk groups within the same Local Calling Area.

8. For technical reasons, two-way trunk groups may not be ordered to a BellSouth DMS100 Local Tandem or DMS100 End Office.

9. BellSouth will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed Point of Interface, and KMC Telecom will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed to Point of Interface.

2.5 **BellSouth Access Tandem Interconnection Architectures**

2.5.1 BellSouth Access Tandem Interconnection provides intra-tandem access to subtending end offices. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.5.2 Basic Architecture

2.5.2.1 In this architecture, KMC Telecom's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between KMC Telecom and BellSouth access tandem(s) within a LATA. This group carries intra-tandem Transit Traffic between KMC Telecom and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which KMC Telecom desires interconnection and has the proper contractual arrangements. This group also carries KMC Telecom originated inter-tandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and intraLATA Toll traffic is transported on a single one-way trunk group terminating to KMC Telecom. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Basic Architecture is illustrated in Exhibit B.

2.5.3 One-Way Trunking Architecture

2.5.3.1 In this architecture, the Parties interconnect using two one-way trunk groups. One one-way trunk group carries KMC Telecom-originated local and intraLATA toll traffic destined for BellSouth end-users. The other one-way trunk group carries BellSouth-originated local and intraLATA toll traffic destined for KMC Telecom end-users. A third two-way trunk group is established for KMC Telecom's originating and terminating Transit Traffic. This group carries intra-tandem Transit Traffic between KMC Telecom and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which KMC Telecom desires interconnection and has the proper contractual arrangements. This group also carries KMC Telecom originated inter-tandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The One-Way Trunking Architecture is illustrated in Exhibit C.

2.5.4 Two-Way Trunking Architecture

2.5.4.1 The Two-Way Trunking Architecture establishes one two-way trunk group to carry local and intraLATA toll traffic between KMC Telecom and BellSouth. To establish this architecture, KMC Telecom and BellSouth must meet the Two-way Trunking Requirements described in this Attachment. In addition, a two-way transit trunk group must be established for KMC Telecom's originating and terminating Transit Traffic. This group carries intra-tandem Transit Traffic between KMC Telecom and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which KMC Telecom desires interconnection and has the proper contractual arrangements. This group also

carries KMC Telecom originated inter-tandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Two-Way Trunking Architecture is illustrated in Exhibit D.

2.5.5 Supergroup Architecture

2.5.5.1 In the Supergroup Architecture, the Parties Local and IntraLATA Toll and KMC Telecom's Transit Traffic is exchanged on a single two-way trunk group between KMC Telecom and BellSouth. To establish this architecture, KMC Telecom and BellSouth must meet the Two-way Trunking Requirements described in this Attachment. This group carries intra-tandem Transit Traffic between KMC Telecom and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which KMC Telecom desires interconnection and has the proper contractual arrangements. This group also carries KMC Telecom originated inter-tandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Supergroup Architecture is illustrated in Exhibit E.

2.6 KMC Telecom may establish interconnection at BellSouth end offices for the delivery of KMC Telecom originated local and intraLATA toll traffic destined for BellSouth end-users served by that end-office.

2.6.1 When end office trunking is ordered by BellSouth to deliver BellSouth originated traffic to KMC Telecom, BellSouth will provide overflow routing through BellSouth tandems consistent with how BellSouth overflows its traffic. The overflow will be based on the homing arrangements KMC Telecom displays in the LERG. Likewise, if KMC Telecom interconnects to a BellSouth end office for delivery of KMC Telecom originated traffic, KMC Telecom will overflow the traffic through the BellSouth tandems based on the BellSouth homing arrangements shown in the LERG.

2.6.2 The Parties shall utilize direct end office trunking under the following conditions:

(1) Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking

plan or an alternative routing plan that will alleviate the tandem capacity shortage and ensure completion of traffic between KMC Telecom and BellSouth's subscribers.

(2) Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between a KMC Telecom switching center and a BellSouth end office, that Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a KMC Telecom switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed two DS1s of local traffic per month. Either Party will install additional capacity between such points when overflow traffic between
KMC Telecom's switching center and BellSouth's end office exceeds or is forecasted to exceed two DS1s of local traffic per month. In the case of one way trunking from KMC Telecom, additional trunking shall be required when its traffic volume has achieved the preceding threshold. Additionally, in the case of one-way trunks from BellSouth, additional trunking may be requested by either party when its traffic volume has achieved a single DS1 of local traffic per month.

(3) Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of the conditions (1) or (2) above.

2.7 Switched Access traffic will be delivered to and by IXCs based on KMC Telecom's NXX Access Tandem homing arrangement as specified by KMC Telecom in the national Local Exchange Routing Guide (LERG).

2.8 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible.

3. Network Design and Management for Interconnection

3.1 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.

3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to

Telcordia Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically 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.

3.3 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. BellSouth shall provide interconnection facilities that meet the same technical criteria and service standards used in BellSouth's own network including the probability of blocking in peak hours and transmission standards.

3.4 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.

3.5 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.

3.6 **Forecasting Requirements**

3.6.1

1. ~~FDN COMMENT: Typo(s): para. 3.6.1 reference to "State."~~

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. In order for BellSouth to provide as accurate reciprocal trunking forecasts as possible to KMC Telecom, KMC Telecom must inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If ~~State~~FDN refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts

based only on existing trunk group growth and BellSouth annual estimated percentage of BellSouth's subscriber line growth.

3.6.2 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. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement.

3.6.3 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 48 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" as set forth in the General Terms and Conditions of this Agreement.

3.6.4 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 ordered. However, if one Party cannot meet an order at the time ordered, it will use its best efforts to meet such order within 180 days of the requested time.

3.7 Signaling Call Information. BellSouth and KMC Telecom will send and receive 10 digits for local traffic. Additionally, BellSouth and KMC Telecom 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.

4. Parity in Ordering and Provisioning

Each Party shall provide interconnection ordering and provisioning services to the other Party that are Equal in Quality to the ordering and provisioning

services the Parties provide themselves. "Equal in Quality" shall have the meaning accorded in Section 51.305(a)(3) of the FCC's Rules, 47 C.F.R. § 51.305(a)(3). Reasonable and nondiscriminatory procedures for ordering and provisioning BellSouth interconnection services are set forth in the *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide.*

5. Local Dialing Parity

FDN would alter the first sentence of para. 5 to read simply, "Each party shall provide local dialing parity," deleting from the word "meaning" through "call" in the template. WHY?

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, KMC Telecom 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.

6. Interconnection Compensation

~~**FDN COMMENT:** Section 6.1 on reciprocal compensation will have to be adjusted for the terms and dates we previously discussed with Beth Shiroishi at Bell~~

6.1 Compensation for Call Transportation and Termination for Local Traffic and ISP-Bound Traffic, excluding access traffic.

6.1.1 ~~6.1.1~~ For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.

~~Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange.~~

6.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls between specific wire centers established as a local call by the ruling regulatory body.

6.1.1.2 As further clarification, Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party shall pay

reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

6.1.2 The Parties will compensate each other on a mutual and reciprocal basis for the transport and termination of Local Traffic and ISP-bound traffic at the following rates:

~~4/1/00~~Effective Date - 3/31/01	$.00200 per MOU
4/1/01 - 3/31/02	$.00175 per MOU
4/1/02 - 3/31/03	$.00150 per MOU
4/1/03 – 10/5/03	The Parties will negotiate a rate for the exchange of traffic. If the parties fail to negotiate a rate by 4/1/03, the applicable FCC or State Commission approved rates for local and isp bound traffic will apply.

The Parties recognize and agree that they negotiated these annual rates together as a complete rate structure to apply over the full three-year term of this Agreement and that the parties would not have mutually agreed to accept a single annual rate in any single year. Nothing in this Paragraph shall limit KMC Telecom's rights pursuant to Paragraph 6.1.3.3.

6.1.3 The Parties have been unable to agree upon whether dial up calls to Information Service Providers ("ISPs") should be considered Local Traffic for purposes of this Agreement. Dial-up Calls are defined as calls to an ISP that are dialed by using a local dialing pattern (7 or 10 digits) by the calling party (hereinafter referred to as "ISP-bound traffic"). However, without prejudice to either Party's position concerning the nature of ISP-bound traffic, the Parties agree for purposes of this Agreement only, to compensate each other for ISP-bound traffic at the same per minute of use rates set forth in Paragraph 6.1.2. It is expressly understood and agreed that this inter-carrier compensation mechanism for ISP-bound traffic is being established: (1) in consideration for a waiver and release by each party for any and all claims for reciprocal compensation for ISP-bound traffic exchanged between the parties prior to ~~April 1, 2000~~Effective Date, which is hereby acknowledged; and (2) subject to the terms and conditions in section 6.1.4.

6.1.3.1 The Parties recognize and agree that the FCC, courts of competent jurisdiction, or state commissions with jurisdiction over the Parties will issue subsequent decisions on ISP-bound traffic ("Subsequent Decisions"). Notwithstanding any provision in this Agreement to the contrary, the inter-carrier compensation

mechanism established in section 6.1.3 shall continue at the rates set forth in section 6.1.2 for the full term of this Agreement without regard to such Subsequent Decisions, except as provided for in section 6.1.3.2 and 6.1.3.3.

6.1.3.2 To the extent such Subsequent Decisions render the inter-carrier compensation mechanism for ISP-bound traffic set forth in section 6.1.3 in violation of applicable federal or state law, the Parties agree to amend this Agreement within thirty (30) days of the effective date of any such Subsequent Decision to conform the inter-carrier compensation mechanism set forth in section 6.1.3 with such Subsequent Decision. In the event of such an amendment, there will be no true-up for compensation paid prior to the amendment. In the event of such an amendment, there will be no true-up for compensation paid prior to the amendment, except to the extent expressly required by law.

6.1.3.3 Nothing herein shall preclude KMC Telecom from exercising its rights under this Agreement or Section 252(i) of the 1996 Act and applicable FCC regulations to elect rates, terms, and conditions with respect to the payment of reciprocal compensation from any other approved interconnection agreement executed by BellSouth under which BellSouth is paying reciprocal compensation for ISP-bound traffic other than on an interim basis. The Parties recognize and agree that this provision is intended to ensure that KMC Telecom is treated in the same manner with respect to the payment of reciprocal compensation for ISP-bound traffic as the competing local exchange carrier from whose interconnection agreement KMC Telecom seeks to elect rates, terms, and conditions. Accordingly, KMC Telecom agrees that it will not seek to elect reciprocal compensation rates, terms, or conditions from another interconnection agreement unless those rates, terms, and conditions apply to ISP-bound traffic (other than on an interim basis), either by the express terms of that agreement, by voluntary action by BellSouth, or pursuant to an effective state Commission or court order.

6.1.4 The Parties recognize and agree that the compensation for the transport and termination of Local Traffic set forth in section 6.1.2 and the inter-carrier compensation mechanism for ISP-bound traffic set forth in section 6.1.3 are intended to allow each Party to recover costs associated with such traffic. Accordingly, the Parties recognize and agree that such compensation will not be billed and shall not be paid for a call placed from a local exchange service provided by a Party, to establish or maintain a network connection if: (1) such call is not recognized by current industry practice to constitute traffic (voice or data) which results from a telephone call; (2) the end user customer does not control the dialed number destination and content of that call; or (3) a primary purpose of that call is to generate the payment of reciprocal compensation as a result of establishing or maintaining the network connection.

6.1.5 Neither Party shall represent switched access services traffic as Local Traffic for purposes of payment of reciprocal compensation.

6.2

~~FDN COMMENT: FDN would delete or modify Sec. 6.2 regarding unidentifiable traffic.~~

Unidentifiable traffic. Unidentifiable traffic. KMC Telecom 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 originated traffic. KMC Telecom 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 KMC Telecom for termination on the KMC Telecom 's network, if BellSouth cannot determine, because of the manner in which KMC Telecom 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 KMC Telecom can provide sufficient information for BellSouth to determine whether said traffic is local or toll.

6.3 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. By the first of January, April, July and October of each year, BellSouth and KMC Telecom shall provide a positive report updating the PLU. 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.

6.4 Percentage Interstate Usage. For combined interstate and intrastate KMC Telecom traffic terminated by BellSouth over the same facilities, KMC Telecom 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 KMC Telecom. 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.

6.5 Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and KMC Telecom 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.

6.6 Rate True-up

FDN COMMENT: Confirm that Section 6.6 applies only in Tennessee (and any other rates specified as interim) (1/17-OPEN TO FDN)

This section applies only to Tennessee and any rates specified as interim subject to true-up.

6.6.1 The interim prices for Unbundled Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

6.6.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement.

6.6.3 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each

item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in 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.

6.6.4 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:

(a) BellSouth and 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.

6.7 Compensation for IntraLATA Toll Traffic

2. ~~FDN COMMENT: FDN disagrees with Sec. 6.7 addresses regarding switched access charges for local toll calls. The existing regime should be followed for such calls.~~

6.7.1 ~~6.7.1~~ IntraLATA Toll Traffic is defined as any telephone call that is not local or switched access per this Agreement

~~IntraLATA Toll Traffic. IntraLATA Toll Traffic is defined as all traffic that originates and terminates within a single LATA, but is not treated as local or EAS traffic under this Attachment.~~

6.7.2 Compensation for intraLATA toll traffic. For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in the terminating Party's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or state Commission. The appropriate charges will be determined by the routing of the call. If one Party is the other Party's end user's presubscribed interexchange carrier or if one Party's end user uses the other Party as an interexchange carrier on a 101XXXX basis, the originating Party will charge the other Party the appropriate originating switched access tariff rates as set forth in

the originating Party's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate state Commission.

6.7.3 Compensation for 800 Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the providing Party's tariff, as filed and effective with the FCC or appropriate State Commission.

6.7.4 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 EMI format for a fee of $0.013 per record.

6.7.5 800 Access Screening. Should KMC Telecom 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. KMC Telecom shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. KMC Telecom 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.

6.8 Mutual Provision of Switched Access Service

6.8.1 The term "Switched Access Service" means the offering of switched facilities for the purpose of the origination or termination of telecommunications traffic to or from an interexchange carrier to or from each Parties' telephone exchange service customers in a given area. Switched Access Services include the following traffic types: Feature Group A, Feature Group B, Feature Group D, 800 access and 900 access services.

6.8.2 When BellSouth and KMC Telecom 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. The Parties will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic, including traffic terminated to ported numbers via INP and non-geographic NPAs. 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, by mutual agreement of the Parties.

6.8.3 In the event that either Party fails to provide switched access detailed usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. 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.

6.8.4 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.

6.8.5 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.

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

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

6.8.8 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.

6.9 **Transit Traffic Service**. Each Party shall provide tandem switching and transport services for the other's transit traffic. Transit traffic is traffic originating on one carrier's network that is switched and transported by the other Party and terminates on a third carrier's network. Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access

transit traffic shall be the applicable call transport and termination rates as set forth in the providing Party's Interstate or Intrastate Switched Access tariffs. Billing associated with all transit traffic shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines.

6.9.1 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 as set forth in Exhibit A to this Attachment. KMC Telecom is responsible for and shall negotiate the necessary 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 as a result of providing the transit function. Further, KMC Telecom agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of KMC Telecom 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.

6.9.2 Except for as provided in 6.9.3, transit charges shall only be assessed on the originating carrier and shall not be assessed on the terminating carrier.

6.9.3 Transit charges associated with the provisioning of toll free services (e.g., 800/888/877) shall be assessed upon the terminating carrier and shall not be imposed on the originating carrier.

7. Frame Relay Service

7.1 KMC Telecom and BellSouth agree that, at the request of either Party, they will negotiate an amendment to this Agreement that provides rates, terms and conditions for frame relay service.

8. Operational Support Systems (OSS) Rates

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

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

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

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

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

Denial/Restoral OSS Charge

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

Cancellation OSS Charge

KMC Telecom will incur an OSS charge for an accepted LSR that is later canceled by KMC Telecom.

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

Network Elements and Other Services Manual Additive

The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR.

Threshold Billing Plan

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

Year	Ratio: Mechanized/Total LSRs
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

In calculating the percentages above, all orders submitted via BellSouth's mechanized LSR systems (LENS, EDI, EDI-PC, and TAG) will count as mechanized LSRs, regardless of whether an order falls out of the mechanized process or requires manual intervention in order to be properly completed and processed.

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.

Attachment 4

Physical Collocation

PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 Scope of Attachment. All the negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of collocation space. The rates, terms, and conditions contained within this Attachment shall only apply when CLEC-1 is occupying the collocation space as a sole occupant or as a Host within a Premises pursuant to Section 4.

1.2 Right to occupy. BellSouth shall offer CLEC-1 collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and comply with the rules of the Federal Communications Commission ("FCC"). Subject to Section 4 of this Attachment, BellSouth hereby grants to CLEC-1 a right to occupy an area designated by BellSouth within a BellSouth Premises, of a size specified by CLEC-1 and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth Premises (hereinafter "BellSouth Premises" or "Premises") shall include BellSouth Central Offices and Serving Wire Centers, as well as all buildings or similar structures owned or leased by BellSouth that house BellSouth's 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 Attachment 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 BellSouth Premises other than a Central Office. The size specified by CLEC-1 may contemplate a request for space sufficient to accommodate CLEC-1's growth within a two-year period unless otherwise agreed to by the Parties.

1.2.1 In the state of Florida, the size specified by CLEC-1 may contemplate a request for space sufficient to accommodate CLEC-1's growth within an eighteen (18) month period. [CLOSED -1/18/01]

1.~~2~~.~~1~~3 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any vacant space in the Central Office Premises. CLEC-1 will be responsible for any justification of vacant space within its space, if such justification is required by the appropriate state commission.

~~1.~~31.4 Use of Space. CLEC-1 shall use the Collocation Space for the purposes of installing, maintaining and operating CLEC-1's equipment (to include testing and monitoring equipment) that is necessary to interconnect with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, CLEC-1 may at its option, place CLEC-1-owned fiber entrance facilities to the Collocation Space. ~~In~~

~~addition to, and not in lieu of, interconnection to BellSouth's services and facilities, CLEC-1 may connect to other interconnectors within the designated BellSouth Premises (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by CLEC-1 pursuant to Section 5.6 following.~~ [OPEN 01/19/01 BST to check on Grandfathering of existing arrangements]-The Collocation Space may be used in no other manner except as specifically described herein or authorized in writing by BellSouth.

1.4 Rates and charges. CLEC-1 agrees to pay the rates and charges identified at Exhibit A attached hereto.

1.5 Service Coordination. The Parties shall coordinate, where necessary, to ensure that the Collocation Space is provisioned in accordance with the specifications submitted by CLEC-1 in its Application, as affirmed by the Bona Fide Firm Order or as jointly amended thereafter. BellSouth will continue to provide the necessary infrastructure to support CLEC-1's request(s) during CLEC-1's occupancy of the Collocation Space.

1.6 Due Dates. In all states other than Georgia, if any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. [OPEN for FDN review-1/19/01]

2. Space Notification

2.1 Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth shall permit CLEC-1 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 space limitations or that physical collocation is not practical for technical reasons.

2.1.1 Availability Notification. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify CLEC-1 of the amount of space that is available. [CLOSED -1/18/01]

2.1.2 Availability Notification. BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify CLEC-1 of the amount of space that is available. When CLEC-1 submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof. [OPEN -1/18/01]

2.1.3 Availability Notification. BellSouth will respond to a Louisiana Application within

ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify CLEC-1 of the amount of space that is available. [CLOSED -1/18/01]

2.1.4 Availability Notification. BellSouth will respond to a Mississippi Application within ten (10) business days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify CLEC-1 of the amount of space that is available[CLOSED -1/18/01]

~~Availability Notification. BellSouth shall notify~~ CLEC-1 ~~in writing as to whether its request for collocation space has been granted or denied due to lack of space within 10 business days of submission of the completed Application. The notification will also include a possible future space relief date, if applicable and if known. Upon notification that no space is currently available, all charges (if any) collected with the application will be returned to~~ CLEC-1. [CLOSED -1/18/01]

2.1.5 ~~2.1.2~~ BellSouth shall use its best efforts to assign CLEC-1 collocation space within BellSouth Premises that has existing infrastructure such as HVAC, lighting and available power.

2.2 ~~Reporting Requirement~~Space Availability Report. [CLOSED 1/19/01] Upon request from CLEC-1, BellSouth will provide a written report ("Space Availability 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 on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.2.1 ~~2.2.1~~ The request for a Space Availability Report from CLEC-1 must be written and must include the Premises and Common Language Location Identification (CLLI) code of the Premises.

2.2.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify CLEC-1 and inform CLEC-1 of the time frame under which it can respond. **[CLOSED -1/18/01]**

2.2.3 ~~2.2.2~~ In Mississippi, BellSouth will respond to a request for a Space Availability Report for a particular Premises 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 from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify CLEC-1 and inform CLEC-1 of the time frame under which it can respond. [CLOSED -1/18/01]

2.3 Denial of Application. After notifying CLEC-1 that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow CLEC-1, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application. [CLOSED -1/18/01]

~~BellSouth will respond to a request for a Space Availability Report for a particular BellSouth Premises within ten (10) business days from receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes two (2) to five (5) BellSouth Premises locations within the same state. If BellSouth cannot meet the ten business day response time, BellSouth shall notify CLEC-1 and inform CLEC-1 of the time frame under which it can respond. BellSouth will respond in twenty five (25) business days to such a request when the request is between six (6) BellSouth Premises locations and up to and including twenty (20) such locations, within the same state. Should CLEC-1 submit twenty one (21) or more report requests within fifteen (15) business days, the report delivery interval will be increased by five (5) calendar days for every five (5) additional report requests or fraction thereof.~~ **[CLOSED -1/18/01]**

2.3.1 ~~2.3~~ Denial of Application. In Mississippi, after notifying CLEC-1 that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow CLEC-1, upon request, to tour the entire Premises 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 Premises must be received by BellSouth within five (5) business days of the Denial of Application.~~Denial of Application. After notifying CLEC-1 that BellSouth has no available space in the requested Central Office ("Denial of Application"), BellSouth will allow CLEC-1 upon request and with a minimum of three (3) business days notice to tour the Central Office within ten (10) business days of such Denial of Application.~~ [CLOSED -1/18/01]

2.3.2 ~~2.3.1~~ If BellSouth contends space for physical collocation is not available in a BellSouth Premises ("Denial of Application"), BellSouth shall notify CLEC-1 in writing, pursuant to Section 2.1. The written notice of denial shall provide CLEC-1 with information relevant to the denial of its request for collocation space, give some detail as to why the space was denied, and information regarding planned building additions to the extent it is known. In addition, BellSouth shall allow CLEC-1 to tour the Premises in question, not just the area in which space was denied, without charge,

within ten business days [CLOSED 01/19/01]of the receipt of BellSouth's denial of space. In order to schedule said tour within ten (10) business days, the request for a tour of the Premises must be received by BellSouth within five (5) business days of the Denial of Application or as otherwise agreed to by the Parties.

2.3.3 ~~2.3.2~~ Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit CLEC-1 to inspect any floor plans or diagrams that BellSouth provides to the Commission. ~~BellSouth will comply with any state mandated requirements associated with filing petitions for waivers. For a state in which no such requirements are available, BellSouth shall file a collocation waiver petition with the Commission of the applicable state no later than thirty (30) calendar days after the denial of the collocation request and shall attach the following: (1) Detailed engineering drawings with project codes/available project numbers for all reserved space (including general descriptions and planned retirements); (2) Completed Physical Collocation Floor Space worksheet; (3) Reclamation timelines; (4) Timelines for space availability (including timeliness for retirements and building additions); (5) Description of construction plans; (6) Staffing levels and schedules, and description of all administrative space and equipment; and (7) Description of grounds and surrounding area.~~[OPEN 01/19/01]

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. Unless otherwise specified, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. CLEC-1 must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) of such notification or notify BellSouth in writing within that time that CLEC-1 wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If CLEC-1 does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove CLEC-1 from the waiting list. Upon request, BellSouth will advise CLEC-1 as to its position on the list. [CLOSED -1/18/01]

2.5.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. ~~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 the position of telecommunications carrier on said waiting list until all available space has been offered to CLECs on the waiting list. Upon request, BellSouth will advise CLEC-1 as to its position on the list.~~ [CLOSED -1/18/01]

2.6 Public Notification. BellSouth will maintain on its website a notification document that will indicate all Premises that are without available space. The website shall contain a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall update such document within ten (10) ~~business~~ calendar days (in Mississippi, 10 business days) of the date at which a Premises runs out of physical collocation space. [CLOSED -1/18/01]

3. Collocation Options

BellSouth will make each of the arrangements outlined below available so that CLEC-1 will have a variety of collocation options from which to choose.

3.1 Cageless. In accordance with and in full compliance with local building code, BellSouth shall allow CLEC-1 to collocate CLEC-1's equipment and facilities, without requiring the construction of a cage or similar structure. BellSouth shall allow CLEC-1 to have direct access to its equipment and facilities 24 hours a day, 7 days a week without need for a security escort, provided that CLEC-1 complies with the requirements in Section 11. BellSouth shall make cageless collocation available in single bay increments, including unused space adjacent to BellSouth's equipment, if technically feasible, pursuant to Section 7. Except where CLEC-1'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, CLEC-1 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 CLEC-1's equipment and facilities at CLEC-1's option or if required by local building code. BellSouth will make caged collocation available in increments small enough to collocate a single rack or bay of equipment.

3.3 At CLEC-1's option, BellSouth will permit CLEC-1 to arrange with a BellSouth Certified Contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications at CLEC-1's sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specifications, CLEC-1 and CLEC-1's BellSouth Certified Contractor must comply with local building code requirements. CLEC-1'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 CLEC-1 directly for all work performed for CLEC-1 and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. CLEC-1 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 CLEC-1's locked enclosure prior to notifying CLEC-1.

3.23.1 BellSouth has the right to review CLEC-1's plans and specifications prior to allowing construction to start. BellSouth shall complete its review within 15 calendar days. CLEC-1 shall be able to design caged enclosures in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (i.e., 50 square feet of cage space for a single bay). BellSouth has the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. BellSouth can require CLEC-1 to remove or correct at CLEC-1's cost any structure that does not meet these plans.

3.34 Shared (Subleased) Caged Collocation. CLEC-1 may allow other telecommunications carriers to sublease, license or otherwise share CLEC-1's caged collocation arrangement pursuant to terms and conditions agreed to by CLEC-1 ("Host") and other telecommunications carriers ("Guests") and pursuant to this section except where BellSouth Premises is located within a leased space and BellSouth is not authorized by the lessor to offer such an option. CLEC-1 shall provide written notification within ten (10) business days of execution of any such agreement. Such notification shall identify the Guest and shall include appropriate contact information for the Guest. Further, said Agreement shall incorporate by reference the rates, terms and conditions of this Attachment between BellSouth and CLEC-1.

3.34.1 As a Host CLEC, CLEC-1 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. Notwithstanding the foregoing, Guest may arrange directly with BellSouth to order UNEs to and provision service from that shared collocation space, regardless of which CLEC was the original Collocator, and BellSouth will bill the Guest directly for these services.

3.34.2 In making shared caged arrangements available, whether or not CLEC-1 serves as Host, BellSouth may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a shared arrangement of similar dimensions and material to a single collocating party.

~~3.3.3~~3.4.3 BellSouth will not place unreasonable restrictions on CLEC-1's use of a cage, and as such will allow CLEC-1 to contract with other CLECs to share the cage in a sublease-type arrangement. If two (2) or more CLECs who have interconnection agreements with BellSouth utilize a shared collocation cage, BellSouth will permit each CLEC to order UNEs to and provision service from that shared collocation space, regardless of which CLEC was the original Collocator.

3.45 Adjacent Collocation. BellSouth will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by CLEC-1 and in conformance with BellSouth's reasonable and nondiscriminatory design and construction specifications. Further, CLEC-1 shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Reasonable and nondiscriminatory rates shall be negotiated at the time of the request for Adjacent Collocation. BellSouth will designate alternative locations acceptable to it, if available, from which CLEC-1 can choose to place its adjacent arrangement structure. BellSouth shall not unreasonably withhold designation of alternative locations.

3.45.1 Should CLEC-1 elect such option, CLEC-1 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 enclosure specifications, CLEC-1 and CLEC-1's BellSouth Certified Contractor must comply with local building code requirements. CLEC-1's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or

licenses for such construction. CLEC-1's BellSouth Certified Contractor shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. CLEC-1 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 CLEC-1's locked enclosure prior to notifying CLEC-1; and in the case of an emergency, BellSouth will notify CLEC-1 by telephone of such access within a reasonable time.

~~3.4.2~~3.5.2 BellSouth may elect to review CLEC-1's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) business days. If BellSouth reviews CLEC-1's plans and specifications prior to construction, then BellSouth will have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review CLEC-1's plans and specifications prior to construction, CLEC-1 will be entitled to request BellSouth to review; and in the event CLEC-1 does not request a BellSouth review, BellSouth shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require CLEC-1 to remove or correct at CLEC-1's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.

~~3.4.3~~3.5.3 CLEC-1 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 CLEC-1'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 to such adjacent structures subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. CLEC-1's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

~~3.4.4~~ 3.5.4 BellSouth shall allow Shared (Subleased) Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 preceding.

~~3.4.5~~3.5.5 In the event that interior space in a BellSouth Premises becomes available, BellSouth will provide the option to CLEC-1, upon request from CLEC-1, to relocate its equipment from an Adjacent Facility into the interior space subject to the procedures set forth herein. In the event CLEC-1 chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within BellSouth Premises will apply.

3.6 BellSouth shall, upon request from CLEC-1, remove obsolete unused equipment from

its premises prior to BellSouth's scheduled removal of such equipment, to increase the amount of space available for collocation. CLEC-1 shall pay its pro rata share of incremental costs associated with expediting the removal of such equipment.

3.7 Other Physical Collocation Arrangements – BellSouth will provide other collocation arrangements that have been demonstrated to be technically feasible. .A previously successful method of obtaining interconnection or access to unbundled network elements at a particular premises or point on any incumbent LEC's network is substantial evidence that such method is technically feasible in the case of substantially similar network premises or points. In seeking a particular collocation arrangement, either physical or virtual, CLEC-1 is entitled to a presumption that such arrangement is technically feasible if any LEC has deployed such collocation arrangement in any incumbent LEC premises.

3.8 Space Reservation. BellSouth shall relinquish any space held for future use before denying a request for virtual collocation on the grounds of space limitations, unless BellSouth proves to the state commission that virtual collocation at that point is not technically feasible.

3.9 Contiguous Space. BellSouth will make every attempt to provide CLEC-1 with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.

4. Occupancy

4.1 Commencement Date. The "Commencement Date" shall be the day CLEC-1's equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify CLEC-1 in writing that the Collocation Space is ready for occupancy. CLEC-1 must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, for good cause and on a reasonable and nondiscriminatory basis, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, CLEC-1'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, CLEC-1 may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior written notice to BellSouth.

4.3.1 Upon termination of such occupancy, CLEC-1 at its expense shall remove its equipment and other property from the Collocation Space. CLEC-1 shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of CLEC-1's Guests; provided, however, that CLEC-1 shall continue payment of monthly fees to BellSouth until such date as

CLEC-1 has fully vacated the Collocation Space. Should CLEC-1 fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of CLEC-1 at CLEC-1's expense and with no liability for damage or injury to CLEC-1's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy, CLEC-1 shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by CLEC-1, except for ordinary wear and tear. CLEC-1 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. CLEC-1 may locate equipment that is necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements.

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 SR3580, 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. BellSouth may not impose safety requirements on CLEC-1's equipment that are more stringent than the safety requirements it imposes on its own equipment. BellSouth may not object to the collocation of CLEC-1's equipment on the ground that the equipment fails to comply with NEBS performance standards. If BellSouth denies collocation of a competitor's equipment, citing safety standards, BellSouth must provide to CLEC-1 within five (5) business days of the denial a list of all equipment that BellSouth locates with the premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that BellSouth contends CLEC-1's equipment fails to meet. In the event that BellSouth believes that the collocated equipment will not be or is not being used for interconnection or access to unbundled network elements or determines that CLEC-1's equipment does not meet NEBS Level 1 safety requirements, CLEC-1 will be given ten (10) calendar days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, BellSouth or CLEC-1 may file a complaint at the Commission seeking a formal resolution of the dispute.

5.1.2 CLEC-1 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 CLEC-1 shall place a plaque or other identification affixed to CLEC-1's equipment necessary to identify CLEC-1's equipment, including a list of emergency contacts with telephone numbers.

5.1.4 Upon request, CLEC-1 will certify in writing to BellSouth that the equipment is necessary for interconnection or access to unbundled network elements. In the event that the Parties have a dispute about the type of equipment to be collocated, BellSouth may file a complaint with the Commission seeking a formal determination that the equipment cannot be collocated in a BellSouth Premises. While the dispute is pending, BellSouth will not prevent or unreasonably delay installation of the disputed equipment in the Collocation space; however, CLEC-1 will not activate the equipment during the pendency of the dispute. CLEC-1 will be responsible for all costs incurred as a result of the installation should removal or modification of the equipment be required by the Commission's ruling.

5.2 Entrance Facilities. CLEC-1 may elect to place CLEC-1-owned or CLEC-1-leased fiber entrance facilities into the Collocation Space. CLEC-1 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. CLEC-1 will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. CLEC-1 will provide and place a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to CLEC-1's equipment in the Collocation Space. In the event CLEC-1 utilizes a non-metallic, riser type entrance facility, a splice will not be required. CLEC-1 must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. CLEC-1 is responsible for maintenance of the entrance facilities. At CLEC-1's option, BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. BellSouth will permit interconnection of copper or coaxial cable if such interconnection is first approved by the Commission.

5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each BellSouth 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 CLEC-1 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 CLEC-1's arrangement. The location of the serving manhole(s) will be determined at the reasonable and nondiscriminatory discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response. BellSouth shall not deny a collocation application solely for the reason that dual entrance facilities are not available.

5.2.2 Shared Use. CLEC-1 may utilize spare capacity on an existing Interconnector's entrance facility for the purpose of providing an entrance facility to another CLEC collocation arrangement within the same BellSouth Central Office. CLEC-1 must arrange with BellSouth for BellSouth to splice the spare entrance facility capacity to CLEC-1-provided riser cable.

5.3 Splicing in the Entrance Manhole. Although not generally permitted, should CLEC-1 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 CLEC-1 by BellSouth, CLEC-1 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 demarcation between CLEC-1'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. CLEC-1 shall be responsible for providing, and CLEC-1'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. CLEC-1 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. For DS-1 and DS-3 cross connections, the demarcation point shall be on a DSX frame. For fiber cross connections, the demarcation point shall be on an LGX frame. CLEC-1 or its BellSouth Certified Vendor must perform all required maintenance to equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within the collocation space to activate service requests.

5.5 CLEC-1's Equipment and Facilities. CLEC-1, or if required by this Attachment, CLEC-1's BellSouth Certified Contractor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by CLEC-1. 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, CLEC-1 may directly connect to other Interconnectors within the designated Premises (including to its other virtual or physical collocated arrangements) through facilities owned by CLEC-1 or through BellSouth facilities designated by CLEC-1, at CLEC-1's option. Such connections to other carriers may be made using either optical or electrical facilities. CLEC-1 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.~~ [CLOSED - 1/18/01]

~~5.6.1 If CLEC-1 requests a co-Carrier cross-connect after the initial installation, CLEC-1 must submit an application. The applicable nonrecurring fee in Exhibit A shall apply in lieu of any application fee. CLEC-1 must use a BellSouth Certified Contractor to place the co-Carrier cross connect, except in cases where CLEC-1 equipment and the equipment of the other interconnector are located within contiguous Collocation Spaces. In cases where CLEC-1's equipment and the equipment of the other interconnector are located in contiguous Collocation Spaces, CLEC-1 will have the option to deploy the co-Carrier cross-connects between the sets of equipment. Cable support charges shall be assessed per linear foot of support structure used. If CLEC-1 elects to have BellSouth provide the co-Carrier cross-connect, BellSouth shall perform the cross-connect function at the frame, and the charges for cross-connect shall apply. Within BellSouth Premises, at CLEC-1's request, BellSouth will permit CLEC-1 and other such CLECs to construct their own cross-connect facilities, and to connect to other physical CLECs using copper (or ABAM or coaxial as appropriate) or optical facilities between collocated equipment located within the same BellSouth Premises, subject only to the same reasonable safety requirements that BellSouth imposes on its own equipment. BellSouth shall provision co-Carrier cross connects to CLEC-1 at parity with itself. If requested by CLEC-1 and no cable rack is in place, BellSouth will provide the installation of the cable rack.~~ **[CLOSED -1/18/01]**

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 three (3) business days notice to CLEC-1 when access to the Collocation Space is required. CLEC-1 may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that CLEC-1 will not bear any of the expense associated with this work.

5.7.1 ~~5.8.1~~ Access Keys. CLEC-1 must submit to BellSouth the completed Access Control Request Form (RF-2906A) for all employees or agents requiring access to the BellSouth Premises 30 calendar days prior to the date CLEC-1 desires access to the Collocation Space. BellSouth will provide keys or access cards within 30 days of

receipt of the completed Access Control Request Form. CLEC-1 agrees to provide the name and social security number or name and date 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. CLEC-1 agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of CLEC-1 employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with CLEC-1 or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

5.7.2 ~~5.8.2~~ [OPEN 01/19/01 BST to propose Reciprocal Language] Lost or Stolen Access Keys. CLEC-1 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), CLEC-1 shall pay for all reasonable costs associated with the re-keying.

5.8 ~~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 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.

BellSouth shall not treat equipment deployed by CLEC-1 as interfering with or impairing service provided by BellSouth or another interconnector solely on the basis that such equipment is of a different type that has not previously been utilized in a BellSouth Premise.

If BellSouth determines in a reasonable and nondiscriminatory manner that any equipment or facilities of CLEC-1 violates the provisions of this paragraph, BellSouth shall give written notice to CLEC-1, which notice shall direct CLEC-1 to cure the violation within forty-eight (48) hours of CLEC-1's actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. The Parties will act in good faith and in a cooperative manner to determine or isolate the source of the interference or impairment.

5.9 ~~5.10~~ Personalty and its Removal. Subject to the requirements of this Attachment, CLEC-1 may place or install in or on the Collocation Space such facilities and equipment, including storage for 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 contain or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by CLEC-1 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 CLEC-1 at any time. Any damage caused to the Collocation Space by CLEC-1's employees, agents or representatives during the removal of such property shall be promptly repaired by CLEC-1 at its expense.

~~5.11~~ [OPEN 01/19/01 BST proposes change to 3rd Qtr Standard] Alterations. In no case shall CLEC-1 or any person acting on behalf of CLEC-1 make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by CLEC-1. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and Subsequent Application Fee, pursuant to sub-section 6.2.2.

~~Alterations. In no case shall CLEC-1 or any person acting on behalf of CLEC-1 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 CLEC-1.~~

5.10

5.11 ~~5.12~~ Janitorial Service. CLEC-1 shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and if using a contractor, 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. CLEC-1 shall submit an application document when CLEC-1 or CLEC-1's Guest(s), as defined in Section 3.3, requests Collocation Space, or modifies the use of the Collocation Space in a manner not reflected in its original Application.

6.1.1 Initial Application. For CLEC-1's or CLEC-1's Guest(s)' initial equipment placement, CLEC-1 shall submit to BellSouth a complete and accurate Physical Expanded Interconnection Application Document ("Application"). ~~together with payment of the Application Fee as stated in Exhibit A.~~ [CLOSED 01/91/01 deleted] The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in CLEC-1's Collocation Space(s) and an estimate of the amount of square footage required. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are

completed with the appropriate type of information. [OPEN 01/19/01 added definition of Bona Fide order from BST 3rd Qtr standard]

6.1.2 Subsequent Application Fee. In the event CLEC-1 or CLEC-1's Guest(s) desires to modify the use of the Collocation Space in a manner not reflected in its original Application, CLEC-1 shall complete a Subsequent Application detailing all information regarding the modification to the Collocation Space. ~~together with payment of the Subsequent Application Fee as stated in Exhibit A. Said Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below.~~ [CLOSED -1/18/01] BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by CLEC-1 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 CLEC-1 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 CLEC-1. 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 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 CLEC-1 within 30 calendar days following CLEC-1's receipt of a bill or invoice from BellSouth.

6.2 ~~6.2~~ Application Response. In Alabama, North Carolina, and Tennessee, in addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. Sufficient detail will be provided to permit CLEC-1 a reasonable opportunity to correct each deficiency. CLEC-1 must correct any deficiencies in its Application and resubmit a Bona Fide Application within ten (10) calendar days of being notified of the deficiencies in the original Application. If CLEC-1 fails to resubmit its Application as Bona Fide within this ten (10) day period, CLEC-1 will lose its place in the collocation queue. When space has been determined to be available, BellSouth will provide a written response ("Application Response"), which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. [CLOSED -1/18/01]

6.2.1 Application Response. Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, the following will apply. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will

respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation. [CLOSED -1/18/01]

6.2.2 Application Response (Florida). Within fifteen (15) calendar days of receipt of a Bona Fide Application, BellSouth will respond as to whether space is available or not available within a particular Premises. Additionally, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable CLEC-1 to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When CLEC-1 submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof. [CLOSED -1/18/01]

6.2.3 Application Response (Georgia) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. [CLOSED -1/18/01]

6.2.4 Application Response (Kentucky) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a

minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation. [CLOSED - 1/18/01]

6.2.5 Application Response (Louisiana). In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. BellSouth will respond as to whether space is available or not available within a particular Premises in accordance with Section 2. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. BellSouth will respond with a full Application Response within 30 calendar days for one to ten Applications; 35 calendar days for eleven to twenty Applications; and for requests of more than twenty Application it is increased by five calendar days for every five Applications received within five business days. [CLOSED -1/18/01]

6.2.6 Application Response (Mississippi). In addition to the notice of space availability pursuant to Section 2. BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) business days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications 1-5; within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation. [CLOSED - 1/18/01]

6.3 Application Modifications. In Alabama, North Carolina, and Tennessee, if a modification or revision is made to any information in the Bona Fide Application for

Physical Collocation or the Bona Fide Application for Adjacent Collocation that would require assessment, [OPEN 01/19/01 BST proposed addition] with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of CLEC-1 or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval and BellSouth shall charge CLEC-1 a Subsequent Application Fee. Major changes such as requesting additional space or adding equipment may require CLEC-1 to submit the Application with an Application Fee. [CLOSED -1/18/01]

6.3.1 Application Modifications. For all States that have ordered provisioning intervals but not application response intervals, and except as otherwise specified, the following will apply: If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation that would require assessment, [OPEN 01/19/01 BST proposed addition], with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of CLEC-1 or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate CLEC-1's Bona Fide Application as a result of changes requested by CLEC-1 to CLEC-1's original application, then BellSouth will charge CLEC-1 a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require CLEC-1 to resubmit the Application with an Application Fee. [CLOSED -1/18/01]

6.3.2 Application Modifications (Florida). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation that would require assessment, [OPEN 01/19/01 BST proposed addition], with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of CLEC-1 or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within fifteen (15) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate CLEC-1's Bona Fide Application as a result of changes requested by CLEC-1 to CLEC-1's original Application, then BellSouth will charge CLEC-1 a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require CLEC-1 to resubmit the Application with an Application Fee. [CLOSED -1/18/01]

6.3.3 Application Modifications (Kentucky & Georgia). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation that would require assessment, [OPEN 01/19/01 BST proposed addition], with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at

the request of CLEC-1 or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate CLEC-1's Bona Fide Application as a result of changes requested by CLEC-1 to CLEC's original Application, then BellSouth will charge CLEC-1 a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require CLEC-1 to resubmit the Application with an Application Fee. [CLOSED -1/18/01]

6.3.4 Application Modifications (Mississippi). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation that would require assessment, [OPEN 01/19/01 BST proposed addition], with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of CLEC-1 or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) business days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate CLEC-1's Bona Fide Application as a result of changes requested by CLEC-1 to CLEC's original Application, then BellSouth will charge CLEC-1 a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require CLEC-1 to resubmit the Application with an Application Fee. [CLOSED -1/18/01]

6.3.5 Application Modifications (Louisiana). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation that would require assessment, [OPEN 01/19/01 BST proposed addition], with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of CLEC-1 or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. BellSouth will respond to such modifications or revisions within 30 calendar days for one to ten revised Applications; 35 calendar days for eleven to twenty revised Applications; and for requests of more than twenty revised Applications it is increased by five calendar days for every five revised Applications received within five business days. If, at any time, BellSouth needs to reevaluate CLEC-1's Bona Fide Application as a result of changes requested by CLEC-1 to CLEC's original application, then BellSouth will charge CLEC-1 a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require CLEC-1 to resubmit the application with an Application Fee. [CLOSED -1/18/01]

~~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. Where space has been determined to be available,~~

~~BellSouth will provide a response within 30 business days of receipt of a Bona Fide Application. The Application Response will include the configuration of the space, the Cable Installation Fee, and the estimated Space Preparation Fee, as described in Section 7. When the Application Response sites extraordinary conditions, the Application Response shall set forth the extraordinary conditions. When BellSouth's response includes an amount of space less than that requested by CLEC-1 or differently configured, CLEC-1 must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order.~~ [CLOSED -1/18/01]

~~6.2.1 Multiple Applications. When multiple applications submitted for a particular state are submitted within a fifteen (15) 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 36 business days for applications 6-10; within 42 business days for applications 11-15. Should CLEC-1 submit 16 or more applications within 15 business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. At BellSouth's option, CLEC-1 may negotiate a shorter interval for the return of price quotes than that set forth above by scheduling a meeting with BellSouth at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate and prioritize CLEC-1's applications.~~ [CLOSED -1/18/01]

6.4 ~~6.3~~ Bona Fide Firm Order. In Alabama, North Carolina, and Tennessee, CLEC-1 shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when CLEC-1 has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than seven (7) calendar days after BellSouth's Application Response to CLEC-1's Bona Fide Application, unless BellSouth provides an Application Response on or before the ten-day response interval set forth in section 2.1, in which case CLEC-1 must submit its Bona Fide Firm Order to BellSouth within seventeen (17) calendar days of BellSouth's receipt of the Bona Fide Application. If CLEC-1 fails to submit its Bona Fide Firm Order to BellSouth within the time frames set forth above, the provisioning intervals set forth in section 6.6 shall apply from the date of receipt of the Bona Fide Firm Order and not from the date of the Bona Fide Application. If CLEC-1 fails to submit a Bona Fide Firm Order within fifteen (15) days of receipt of An Application Response, the Application will expire. [CLOSED - 1/18/01]

6.4.1 Bona Fide Firm Order. Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. CLEC-1 shall indicate its intent to proceed with equipment installation in a

BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when CLEC-1 has completed the Application/Inquiry process described in Section 6.2, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to CLEC-1's Bona Fide Application or the Application will expire. [CLOSED -1/18/01]

6.4.2 Bona Fide Firm Order (Kentucky & Mississippi). CLEC-1 shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when CLEC-1 has completed the Application/Inquiry process described in Section 6.2, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to CLEC-1's Bona Fide Application or the Application will expire[CLOSED -1/18/01]

~~Bona Fide Firm Order. CLEC-1 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 CLEC-1 to complete the Application process described in Subsection 6.1, preceding, and submit the Expanded Interconnection Bona Fide Firm Order document 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 CLEC-1's Application. If CLEC-1 makes changes to its application in light of BellSouth's written Application Response, BellSouth may be required to re-evaluate and respond to the change(s).~~ [CLOSED -1/18/01]

6.4.3 ~~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 in writing [CLOSED 01/19/01] the receipt of CLEC-1's Bona Fide Firm Order within five (5) business days of receipt indicating that the Bona Fide Firm Order has been received. BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date.

~~6.3.2~~6.4.4 BellSouth will permit one accompanied site visit to CLEC-1's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to CLEC-1.

6.4.5 CLEC-1 must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date CLEC-1 desires access to the Collocation Space. In order to permit reasonable access during construction to the Collocation Space, CLEC-1 may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event CLEC-1 desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit CLEC-1 to access the Collocation Space, accompanied by a security escort at CLEC-1's expense. CLEC-1 must request escorted access at least three (3) business days prior to the date such access is desired. [CLOSED -1/18/01]

~~6.3.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.~~ [CLOSED -1/18/01]

~~6.3.4 Application Modifications. If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of~~ CLEC-1 ~~or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) business days after BellSouth receives such application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate~~ CLEC-1~~'s Bona Fide Application as a result of changes requested by~~ CLEC-1 ~~to~~ CLEC-1~~'s original application, then BellSouth will charge~~ CLEC-1 ~~a fee based upon the additional engineering hours required to do the reassessment not to exceed the Application Fee. Major changes such as requesting additional space or adding additional equipment may require~~ CLEC-1 ~~to resubmit the application with an Application Fee.~~ CLEC-1 ~~may modify or revise Customer Information, Contact Information or Billing Contact Information on a Bona Fide Application for Physical Collocation, without incurring additional expense or a longer Application Response interval.~~ [CLOSED -1/18/01]

6.4.5 ~~6.3.5~~ After CLEC-1 has submitted its Bona Fide Firm Order and upon request by CLEC-1, BellSouth shall provide sketch drawings of the size and location of CLEC-1's enclosed Collocation Space at the Joint Planning Meeting.

6.5 ~~6.4~~ Construction and Provisioning Interval. In Alabama, North Carolina, and Tennessee, BellSouth will complete construction for collocation arrangements within a maximum of 90 calendar days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with CLEC-1 or seek a waiver from this interval from the Commission. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. [CLOSED -1/18/01]

6.5.1 Construction and Provisioning Interval (Florida). BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 45 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and CLEC-1 cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC. [OPEN 1/18/01 FDN top propose liability language]

6.5.1 Construction and Provisioning Interval (Georgia). BellSouth will use best efforts to complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will use best efforts to complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order and 90 calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with CLEC-1 or seek a waiver from this interval from the Commission. [CLOSED -1/18/01]

6.5.2 Construction and Provisioning Interval (Louisiana). BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment

shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with CLEC-1 or seek a waiver from this interval from the Commission. [CLOSED -1/18/01]

6.5.3 Construction and Provisioning Interval (Mississippi). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with CLEC-1 or seek a waiver from this interval from the Commission. [CLOSED -1/18/01]

6.5.4 Construction and Provisioning Interval (Kentucky). 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 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within 130 calendar days of the receipt of a 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; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with CLEC-1 or seek a waiver from this interval from the Commission. [CLOSED -1/18/01]

6.5.5 Construction and Provisioning Interval (South Carolina). BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order. BellSouth may elect to renegotiate an alternative provisioning interval with CLEC-1 or seek a waiver from this interval from the Commission.

[CLOSED -1/18/01]

~~Construction and Provisioning Intervals. The Parties will negotiate construction and provisioning intervals per request on an individual case basis but not to exceed the intervals set forth below. 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 calendar days from receipt of a 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 complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; major power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.~~ [CLOSED -1/18/01]

~~6.4.1~~6.6 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and CLEC-1 will commence within a maximum of 15 calendar days from BellSouth's receipt of a Bona Fide Firm Order ~~and the payment of applicable fees.~~. [CLOSED 1/19/01] -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 due date and the date on which BellSouth will deliver Access Customer Termination Location (ACTL) codes and CFA for facilities listed in the Application will be provided to CLEC-1 during the joint planning meeting or as soon as possible thereafter. BellSouth shall use best efforts to deliver ACTL codes and CFA prior to Space Acceptance. The delivery date for ACTL codes shall be no more than five (5) business days after Space Acceptance. BellSouth will complete all design work following the joint planning meeting.

6.7 ~~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.

6.8 ~~6.4.3~~ Acceptance Walk Through. CLEC-1 and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by CLEC-1. If CLEC-1 fails to schedule a walk through within 15 days of when BellSouth releases the space for occupancy, then BellSouth shall begin billing the CLEC-1 for recurring charges as of the date of BellSouth's notification to CLEC-1 that the space was ready for occupancy. [OPEN 1/19/01 BST proposed language] BellSouth will correct any deviations to CLEC-1'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.

6.9 ~~6.5~~ Use of Certified Vendor. CLEC-1 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, or utilize its own employees to perform such work provided that CLEC-1 has been certified by BellSouth to perform such work. In some cases, CLEC-1 must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide CLEC-1 with a list of Certified Vendors and a statement of the criteria to qualify Certified Vendor, upon request. BellSouth shall not unreasonably withhold approval of any contractor proposed by CLEC-1 that meets the standard BellSouth criteria. The Certified Vendor(s) shall be responsible for installing CLEC-1'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 CLEC-1 upon successful completion of installation. The Certified Vendor shall bill CLEC-1 directly for all work performed for CLEC-1 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 CLEC-1 or any vendor proposed by CLEC-1.

6.10 ~~6.6~~ Alarm and Monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. CLEC-1 shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service CLEC-1's Collocation Space. Upon request, BellSouth will provide CLEC-1 with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by CLEC-1. 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.

6.11 ~~6.7~~ Basic Telephone Service. Upon request of CLEC-1, 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. CLEC-1's pro-rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by CLEC-1 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 Premises basis. In cases of legitimate billing disputes, BellSouth will permit~~ CLEC-1 ~~to review contractor invoices with information redacted where necessary. BellSouth will reimburse~~ CLEC-1 ~~in an amount equal to~~ CLEC-1's ~~reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to completion and turnover dates caused by BellSouth.~~ [CLOSED -1/18/01]

6.12 ~~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, CLEC-1 may purchase 2-wire and 4-wire cross-connects as set forth in Exhibit A, and CLEC-1 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, CLEC-1 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, as outlined in the appropriate BellSouth tariffs. -In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by CLEC-1, such information will be provided to CLEC-1 in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to CLEC-1 within 180 calendar days of BellSouth's written denial of CLEC-1's request for physical collocation, and (ii) CLEC-1 was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then CLEC-1 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. CLEC-1 must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation. BellSouth will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where there are no extenuating circumstances or technical reasons that would cause the arrangement to become a safety hazard within the Premises or otherwise prevent it from being in conformance with the terms and conditions of this Attachment and where (1) there is no change to the arrangement; and (2) the conversion of the virtual arrangement would not cause the arrangement to be located in the area of the Premises reserved for BellSouth's forecast of future growth; and (3) due to the location of the virtual collocation arrangement, the conversion of said arrangement to a physical arrangement would not impact BellSouth's ability to secure its own facilities. Notwithstanding the foregoing, if the BellSouth Premises is at or nearing space exhaust, BellSouth may authorize the conversion of the virtual arrangement to a physical arrangement even though BellSouth could no longer secure its own facilities.

6.13 ~~6.10~~ Cancellation. If at anytime CLEC-1 cancels its order for Collocation Space, CLEC-1 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 CLEC-1 would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred. In accordance with the terms of its Agreement with the vendor, BellSouth will request that the vendor credit any charges for material that can be reapplied by the vendor and such charges shall not be deemed incurred by BellSouth.

6.14 ~~6.11~~ Licenses. CLEC-1, 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 (if any) or to occupy the Collocation Space.

6.15 ~~6.12~~ Should any state or federal regulatory agency impose procedures or intervals applicable to CLEC-1 that are different than procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

7. Rates and Charges

7.1 BellSouth shall assess an Application Fee via a service order which shall be issued at the time BellSouth responds that space is available pursuant to section 2.1. Payment of said Application Fee will be due as dictated by CLEC-1's current billing cycle and is non-refundable. [CLOSED -1/18/01]

7.2 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. CLEC-1 shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date CLEC-1 first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event CLEC-1 opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7.7. [CLOSED -1/18/01]

7.3 Space Preparation Fee in Florida. Space preparation fees include a nonrecurring

charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. CLEC-1 shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date CLEC-1 first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event CLEC-1 opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7.7 [CLOSED -1/18/01]

7.4 Space Preparation Fee in Georgia. In Georgia, the Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of $100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event CLEC-1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7.7. [CLOSED - 1/18/01]

7.5 Space Preparation Fee in North Carolina. In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal –48V DC ampere requirements specified by CLEC-1 on the Bona Fide Application. The space preparation charges apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date CLEC-1 first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event CLEC-1 opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to CLEC-1 as described in Section 7.7. [CLOSED -1/18/01]

~~Non-recurring Fees. In addition to the Application Fee referenced in Section 6, preceding,~~ CLEC-1 ~~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~~ CLEC-1~~'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~~ CLEC-1 ~~requests a modification to the arrangement.~~ [CLOSED -1/18/01]

~~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.~~ [CLOSED -1/18/01]

7.6 ~~7.3~~ Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed.

7.7 ~~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 CLEC-1's equipment. When the Collocation Space is enclosed, CLEC-1 shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, CLEC-1 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 CLEC-1's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, CLEC-1 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 CLEC-1 first occupies the Collocation Space, whichever is sooner.

7.8 ~~7.5~~ Power. BellSouth shall supply –48 Volt (-48V) DC power for CLEC-1's Collocation Space within the central office premises and shall make available AC power at CLEC-1's option for Adjacent Arrangement collocation.

7.8.1 ~~7.5.1~~ Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to CLEC-1's equipment or space enclosure. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by CLEC-1's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by CLEC-1's BellSouth Certified power Supplier. CLEC-1 is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to CLEC-1's equipment. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier

contracted by CLEC-1 must provide BellSouth a copy of the engineering power specification prior to the day on which CLEC-1's equipment becomes operational ("Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and CLEC-1's arrangement area. CLEC-1 shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within CLEC-1's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. CLEC-1 shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling. [CLOSED -1/18/01]

7.8.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, CLEC-1 has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of CLEC-1's dedicated power plant results in construction of a new power plant room, upon termination of CLEC-1's right to occupy collocation space at such site, CLEC-1 shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. [CLOSED -1/18/01]

~~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 CLEC-1'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 CLEC-1's certified vendor. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized), and installed by CLEC-1's certified power vendor. CLEC-1's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. In the event BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a Central Office as a result of CLEC-1's request to collocate in that Central Office ("Power Plant Construction"), CLEC-1 shall pay its pro rata share of costs associated with the Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall comply with all BellCore (Telcordia) and ANSI Standards regarding power cabling, including BellCore (Telcordia) Network Equipment Building System (NEBS) StandardGR-63-CORE. BellSouth will notify CLEC-1 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. CLEC-1 shall pay BellSouth one-half of its pro rata share of the estimated Power Plant Construction costs prior to commencement of the work. CLEC-1 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.~~ CLEC-1 ~~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~~ CLEC-1 ~~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.~~ [CLOSED -1/18/01]

7.8.3 ~~7.5.2~~ If CLEC-1 elects to install its own DC Power Plant, BellSouth shall provide AC power to feed CLEC-1's DC Power Plant. [OPEN-1/18/01 BST to review if CLEC can provide its own AC power from Commercial power company]-[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 CLEC-1's certified vendor. CLEC-1'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.

7.9 ~~7.6~~ Security Escort. A security escort will be required whenever CLEC-1 or its approved agent desires access to the entrance manhole or must have access to the Central Offices Premises after the one accompanied site visit allowed pursuant to subsection 6.2.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

7.10 Cable Record charges. These charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. [CLOSED - 1/18/01]

7.11 ~~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,~~ [CLOSED -1/18/01] in a proceeding involving BellSouth before the 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, CLEC-1 shall pay the difference to BellSouth. If

the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to CLEC-1. 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.

7.12 ~~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). CLEC-1 will pay a late payment charge of the lessor of the legal rate or one and one half percent (1 ½%) assessed monthly on any balance which remain unpaid after the payment due date.

8. Insurance

8.1 CLEC-1 shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article 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).

8.2 CLEC-1 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 CLEC-1 may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

8.3 The limits set forth in Subsection 6.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to CLEC-1 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 CLEC-1 shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must

be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all CLEC-1's property has been removed from BellSouth's Premises, whichever period is longer. If CLEC-1 fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from CLEC-1.

8.5 CLEC-1 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. CLEC-1 shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

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

9. Mechanics Liens

9.1 If any mechanics lien or other liens shall be filed against property of either party (BellSouth or CLEC-1), 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 CLEC-1's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between CLEC-1's equipment and equipment of BellSouth. BellSouth may conduct an inspection if CLEC-1 adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide CLEC-1 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 Contractors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of CLEC-1 will be permitted in the BellSouth Premises. CLEC-1 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 CLEC-1 name. BellSouth reserves the right to remove from its premises any employee of CLEC-1 not possessing identification issued by CLEC-1 or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. CLEC-1 shall be solely responsible for ensuring that any Guest of CLEC-1 is in compliance with all subsections of this Section 11.

11.1.1 CLEC-1 will be required, at its own expense, to conduct a statewide investigation of criminal history records for each CLEC-1 employee being considered for work on the BellSouth Central Office, for the states/counties where the CLEC-1 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 CLEC-1 will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth or meeting criteria defined by BellSouth.

11.1.3 CLEC-1 shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. CLEC-1 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 CLEC-1 personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the even that CLEC-1 chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, CLEC-1 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 CLEC-1 employee requiring access to a BellSouth Premises pursuant to this Agreement, CLEC-1 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, CLEC-1 will disclose the nature of the convictions to BellSouth at that time. In the alternative,

CLEC-1 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, CLEC-1 shall promptly remove from the BellSouth's Premises any employee of CLEC-1 BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of CLEC-1 is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

11.2 Notification to BellSouth. BellSouth reserves the right to interview CLEC-1's employees, agents, or contractors. CLEC-1 and its contractors shall cooperate fully with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by or involving CLEC-1's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill CLEC-1 for all reasonable and nondiscriminatory costs associated with reasonable and nondiscriminatory investigations involving its employees, agents, or contractors if it can be reasonably established that CLEC-1's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill CLEC-1 for BellSouth property which is stolen or damaged where an investigation determines the culpability of CLEC-1's employees, agents, or contractors. [OPEN 01/19/01 BST to propose reciprocal language]-CLEC-1 shall notify BellSouth in writing immediately in the event that CLEC-1 discovers one of its employees already working on the BellSouth premises is a possible security risk. BellSouth reserves the right to permanently refuse access to its premises any employee of CLEC-1 identified as posing a security risk to BellSouth or any other CLEC, or having violated BellSouth policies set forth in the BellSouth CLEC Security Training. CLEC-1 shall hold BellSouth harmless for any damages resulting from such refusal of access.

11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be considered theft and will be handled accordingly. Costs associated with such unauthorized use of BellSouth property may be charged to CLEC-1 as may be all associated investigative costs. At BellSouth's request, CLEC-1 shall promptly and permanently remove from BellSouth's Premises any employee of CLEC-1 found to be in violation of this rule. [OPEN 01/19/01 BST to propose reciprocal language]

11.4 Use of Official Lines by CLEC-1 Employees. Except for local calls necessary in the performance of their work, CLEC-1 employees shall not use the telephones on BellSouth Premises. Charges for unauthorized telephone calls made by CLEC-1's employees may be charged to CLEC-1 as may be all associated investigative costs. At BellSouth's request, CLEC-1 shall promptly and permanently remove from BellSouth's Premises any employee of CLEC-1 found to be in violation of this rule.

CLEC-1 will not be provided an official line; however, they may order such lines out of BellSouth's tariff.

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.

11.6 Access. CLEC-1 will have access to its collocated equipment twenty-four (24) hours a day, seven (7) days a week, without BellSouth requiring security escort. BellSouth will not repeatedly delay CLEC-1's entry into a Premises or access to its collocated equipment. BellSouth will provide CLEC-1 with reasonable access to restroom facilities and parking.

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 CLEC-1'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 CLEC-1's permitted use, or is damaged or is rendered wholly unsuitable for CLEC-1's permitted use and the option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed promptly without expense to CLEC-1, 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. CLEC-1 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 CLEC-1's acceleration of the project increases the cost of the project, then those additional charges will be incurred by CLEC-1. Where allowed and where practical, CLEC-1 may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, CLEC-1 shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for CLEC-1's permitted use, until such Collocation Space is fully repaired and restored and CLEC-1's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where CLEC-1 has placed an Adjacent Arrangement pursuant to section 3.4, CLEC-1 shall have the sole responsibility to repair or replace said Adjacent Arrangement

provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. Eminent Domain

13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such collocation space or adjacent arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and CLEC-1 shall each have the right to terminate this Attachment with respect to such collocation space or adjacent arrangement and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

14. Nonexclusivity

14.1 CLEC-1 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.

15. Notice of Non-Emergency Work

15.1 BellSouth shall provide CLEC-1 with written notice five (5) business days prior to those instances where BellSouth or its subcontractors may be performing non-emergency work that has a substantial likelihood of directly affecting the Collocation Space occupied by CLEC-1, or that is directly related to circuits that support CLEC-1 equipment. BellSouth will inform CLEC-1 by telephone of emergency related activity that BellSouth or its subcontractors may be performing that has a substantial likelihood of directly affecting the Collocation Space occupied by CLEC-1, or is directly related to circuits that support CLEC-1 equipment. Notification of any emergency related activity shall be made as soon as practicable after BellSouth learns that such emergency activity is necessary so that CLEC-1 can take any action required to monitor or protect its service.

16. Trouble Status Reports

16.1 The Parties are responsible for making best efforts to provide prompt verbal notification to each other of significant outages or operations problems which affect the Collocation Space or Premises, with an estimated clearing time for restoration, if known. In addition, each Party will provide written notification within 24 hours.

17. Indemnification

17.1 [OPEN 01/19/01 BST to review request to make this reciprocal] Notwithstanding the indemnification provisions set forth in Part A of General Terms and Conditions, for purposes of this Attachment 4, CLEC-1 shall indemnify and hold harmless BellSouth from any claim, loss, cost, expense or liability, of whatever nature, resulting from CLEC-1's or CLEC-1's employees', contractors', agents' or Guests' negligence, gross negligence, or willful misconduct or from CLEC-1 or CLEC-1's employees', contractors', agents' or Guests' failure to comply with the provisions of this Agreement or from action BellSouth is permitted to take pursuant to this Agreement as a result of CLEC-1 or CLEC-1's employees, contractors, agents or Guests failing to comply with any requirement of this Agreement.

EXHIBIT A and Exhibit B

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – ALABAMA
PHYSICAL COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,760.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,134.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,211.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.24	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$3.01	
PE1SM	Common Systems Modifications – Caged*	Per cage	$102.16	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$178.65	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$17.52	NA
PE1PJ	Floor Space	Per sq. ft.	$3.68	NA
PE1BD	Cable Installation	Per cable	NA	$1,751.00
PE1PM	Cable Support Structure	Per entrance cable	$19.67	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$9.00	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.63	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.26	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.89	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.99	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$.031	$33.68/$31.79
PE1P4	4-wire		$.062	$33.63/$31.67
PE1P1	DS-1		$1.28	$52.93/$39.87
PE1P3	DS-3		$16.27	$51.99/$38.59
PE1F2	2-fiber		$3.23	$52.00/$38.60
PE1F4	4-fiber		$5.73	$64.54/$51.14

ALABAMA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System*	Per central office	$52.27	
PE1A1	New Access Card Activation*	Per card	$.059	$55.57
PE1AA	Administrative change, existing card*	Per card		$15.58
PE1AR	Replace lost or stolen card*	Per card		$45.56
PE1AK	Initial Key	Per key	NA	$26.19
PE1AL	Replace lost or stolen key	Per key	NA	$26.19
PE1SR	Space Availability Report*	Per premises requested		$2,150.00
	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
	Cable Records[1]			**Note 2** Initial/Subsequent
PE1CR	Cable Records	Per request	NA	$1708/$1166
PE1CD	VG/DS0 Cable	Per cable record	NA	$923.51/$923.51
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.02/$18.02
PE1C1	DS1	Per T1TIE	NA	$8.44/$8.44
PE1C3	DS3	Per T3TIE	NA	$29.53/$29.53
PE1CB	Fiber Cable	Per cable record	NA	$278.95/$278.95

ALABAMA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Security Escort	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	$33.85/$21.45
PE1OT	Overtime		NA	$44.09/$27.71
PE1PT	Premium Time		NA	$54.33/$33.96

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – FLORIDA
PHYSICAL COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request		$3,791.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,160.00
	Space Preparation Fees			
PE1SJ	Firm Order Processing			$1,211.00
PE1SK	Central Office Modifications	Per sq. ft.	$2.58	
PE1SL	Common Systems Modifications – Cageless	Per sq. ft.	$2.96	
PE1SM	Common Systems Modifications – Caged	Per cage	$100.66	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Wire Cage	Per first 100 sq. ft.	$205.93	NA
PE1CW	Wire Cage	Per add'l 50 sq. ft.	$20.20	NA
PE1PJ	Floor Space	Per sq. ft.	$6.57	NA
PE1BD	Cable Installation	Per cable		$1,826.00
PE1PM	Cable Support Structure		$21.66	NA
	Power			
PE1PL	-48V DC Power	Per amp	$8.86	NA
PE1FB	120V AC Power single phase	Per breaker amp	$5.62	-
PE1FD	240V AC Power single phase	Per breaker amp	$11.26	-
PE1FE	120V AC Power three phase	Per breaker amp	$16.88	-
PE1FG	277 AC Power three phase	Per breaker amp	$38.98	-
	Cross Connects			First/Add'l
	2-wire	Per cross connect	$.074	$34.53/$32.51
	4-wire	Per cross connect	$.148	$34.54/$32.53
	DS1	Per cross connect	$1.29	$54.15/$40.94
	DS3	Per cross connect	$17.48	$53.28/$39.65
	2-fiber	Per cross connect	$2.96	$53.28/$39.66
	4-fiber	Per cross connect	$5.66	$66.08/$52.47

FLORIDA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System	Per premises	$89.48	
PE1A1	New Access Card Activation	Per card	$.06	$56.03
PE1AA	Administrative change, existing card	Per card		$15.71
PE1AR	Replace lost or stolen card	Per card		$45.93
PE1AK	Initial Key	Per key	NA	$26.41
PE1AL	Replace lost or stolen key	Per key	NA	$26.41
PE1SR	Space Availability Report	Per premises requested		$2,168.00
	POT Bay **(Note 1)**		NA	NA
	Cable Records[2]			**Note 3** initial/subsequent
PE1CR	Cable Records	Per request	NA	$1709/$1166
PE1CD	VG/DS0 Cable	Per cable record	NA	$923.86/$923.86
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.03/$18.03
PE1C1	DS1	Per T1TIE	NA	$8.44/$8.44
PE1C3	DS3	Per T3TIE	NA	$29.54/$29.54
PE1CB	Fiber Cable	Per cable record	NA	$279.05/$279.05
	Security Escort	Per ¼ hour		
PE1BQ	Basic Time		NA	$10.89
PE1OQ	Overtime		NA	$13.64
PE1PQ	Premium Time		NA	$16.40

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **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 CLEC-1 to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.

(2) Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

(3) The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – GEORGIA
PHYSICAL COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,755.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,130.00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**	Per sq. ft.	NA	$100.00
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$187.36	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$18.38	NA
	Floor Space			
PE1PJ	Zone A	Per sq. ft.	$4.47	NA
PE1PK	Zone B	Per sq. ft.	$4.47	NA
PE1BD	Cable Installation	Per cable	NA	$1,693.00
PE1PM	Cable Support Structure	Per entrance cable	$19.26	NA
	Power			
PE1PL	-48V DC Power	Per amp	$5.00	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.52	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.05	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.58	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.27	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$0.030	$33.76/$31.86
PE1P4	4-wire		$0.061	$33.77/$31.80
PE1P1	DS-1		$1.13	$53.05/$39.99
PE1P3	DS-3		$14.43	$52.14/$38.71
PE1F2	2-fiber		$2.86	$52.14/$38.72
PE1F4	4-fiber		$5.08	$64.74/$51.31

GEORGIA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System*	Per premises	$40.00	
PE1A1	New Access Card Activation*	Per card	$.058	$55.51
PE1AA	Administrative change, existing card*	Per card		$15.56
PE1AR	Replace lost or stolen card*	Per card		$45.50
PE1AK	Initial Key	Per key	NA	$26.16
PE1AL	Replace lost or stolen key	Per key	NA	$26.16
PE1SR	Space Availability Report*	Per premises requested		$2,148.00
	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
	Cable Records[1]			**Note 2** Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1706/$1164
PE1CD	VG/DS0 Cable	Per cable record	NA	$922.38/$922.38
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.00/$18.00
PE1C1	DS1	Per T1TIE	NA	$8.43/$8.43
PE1C3	DS3	Per T3TIE	NA	$29.49/$29.49
PE1CB	Fiber Cable	Per cable record	NA	$278.61/$278.61
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$33.81/$21.42
PE1OT	Overtime		NA	$44.03/$27.67
PE1PT	Premium Time		NA	$54.26/$33.92

N/A refers to rate elements which do not have a negotiated rate.

Note (1) Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – KENTUCKY PHYSICAL COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,761.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,135.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,202.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.38	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$3.30	
PE1SM	Common Systems Modifications – Caged*	Per cage	$112.11	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$189.85	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$18.62	NA
PE1PJ	Floor Space	Per sq. ft.	$8.20	NA
PE1BD	Cable Installation	Per cable	NA	$1,755.00
PE1PM	Cable Support Structure	Per entrance cable	$20.14	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$8.77	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.58	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.16	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.74	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.65	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$0.037	$33.67/$31.78
PE1P4	4-wire		$0.075	$33.66/$31.70
PE1P1	DS-1		$1.51	$52.97/$39.90
PE1P3	DS-3		$19.15	$52.04/$38.62
PE1F2	2-fiber		$3.80	$52.04/$38.63
PE1F4	4-fiber		$6.75	$64.59/$51.18

KENTUCKY (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System*	Per premises	$78.11	
PE1A1	New Access Card Activation	Per card	$.059	$55.59
PE1AA	Administrative change, existing card	Per card		$15.59
PE1AR	Replace lost or stolen card	Per card		$45.58
PE1AK	Initial Key	Per key	NA	$26.20
PE1AL	Replace lost or stolen key	Per key	NA	$26.20
PE1SR	Space Availability Report	Per premises requested		$2,151
	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	$33.86/$21.46
PE1OT	Overtime		NA	$44.10/$27.72
PE1PT	Premium Time		NA	$54.35/$33.97
	Cable Records[1]			**Note 2** Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1709/1166
PE1CD	VG/DS0 Cable	Per cable record	NA	$923.83/$923.83
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.03/$18.03
PE1C1	DS1	Per T1TIE	NA	$8.44/$8.44
PE1C3	DS3	Per T3TIE	NA	$29.54/$29.54
PE1CB	Fiber Cable	Per cable record	NA	$279.05/$279.05

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – LOUISIANA
PHYSICAL COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3756.00
PE1CA	Subsequent Application Fee	Per request	NA	$3131.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,200.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.60	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$3.15	
PE1SM	Common Systems Modifications – Caged*	Per cage	$105.87	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$207.06	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.31	NA
PE1PJ	Floor Space	Per sq. ft.	$5.94	NA
PE1BD	Cable Installation	Per cable	NA	$1,753.00
PE1PM	Cable Support Structure	Per entrance cable	$21.16	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$9.20	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.66	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.34	-
PE1FE	120V AC Power three phase*	Per breaker amp	$17.00	-
PE1FG	277 AC Power three phase*	Per breaker amp	$39.26	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$0.036	$33.61/$31.76
PE1P4	4-wire		$0.073	$33.53/$31.58
PE1P1	DS-1		$1.20	$52.80/$39.76
PE1P3	DS-3		$15.26	$51.86/$38.49

LOUISIANA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Cross Connects (continued)	Per cross connect		First/Add'l
PE1F2	2-fiber		$3.03	$51.86/$38.49
PE1F4	4-fiber		$5.38	$64.36/$50.99
PE1AX	Security Access System Security System*	Per premises	$60.60	
PE1A1	New Access Card Activation*	Per card	$.060	$55.51
PE1AA	Administrative change, existing card*	Per card		$15.57
PE1AR	Replace lost or stolen card	Per card		$45.51
PE1AK	Initial Key	Per key	NA	$26.16
PE1AL	Replace lost or stolen key	Per key	NA	$26.16
PE1SR	Space Availability Report*	Per premises requested		$2,148
	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
PE1B2	2 Fiber Cross-Connect		$47.44	NA
PE1B4	4 Fiber Cross-Connect		$63.97	NA
	Cable Records[1]			**Note 2** Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1706/$1165
PE1CD	VG/DS0 Cable	Per cable record	NA	$922.51/$922.51
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.00/$18.00
PE1C1	DS1	Per T1TIE	NA	$8.43/$8.43
PE1C3	DS3	Per T3TIE	NA	$29.49/$29.49
PE1CB	Fiber Cable	Per cable record	NA	$278.65/$278.65

LOUISIANA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$33.97/$21.53
PE1OT	Overtime		NA	$44.25/$27.81
PE1PT	Premium Time		NA	$54.53/$34.09

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – MISSISSIPPI
PHYSICAL COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,755.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,130.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,200.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.61	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$2.88	
PE1SM	Common Systems Modifications – Caged*	Per cage	$97.85	
	Space Enclosure(100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$208.30	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.43	NA
PE1PJ	Floor Space	Per sq. ft.	$6.53	
PE1BD	Cable Installation	Per cable	NA	$1,871.00
PE1PM	Cable Support Structure	Per entrance cable	$19.90	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$8.96	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.61	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.23	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.84	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.89	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$.038	$33.65/$31.77
PE1P4	4-wire		$.076	$33.46/$31.52

MISSISSIPPI (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Cross Connects (continued)	Per cross connect		First/Add'l
PE1P1	DS-1		$1.30	$52.73/$39.70
PE1P3	DS-3		$16.55	$51.78/$38.43
PE1F2	2-fiber		$3.28	$51.78/$38.43
PE1F4	4-fiber		$5.83	$64.27/$50.91
PE1AX	Security Access System Security System*	Per premises	$85.54	
PE1A1	New Access Card Activation*	Per card	$.061	$55.50
PE1AA	Administrative change, existing card*	Per card		$15.56
PE1AR	Replace lost or stolen card	Per card		$45.50
PE1AK	Initial Key	Per key	NA	$26.16
PE1AL	Replace lost or stolen key	Per key	NA	$26.16
PE1SR	Space Availability Report*	Per premises requested		$2,147.00
	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
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
	Cable Records[1]			**Note 2** Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1706/1164
PE1CD	VG/DS0 Cable	Per cable record	NA	$922.28/$922.28
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.00/$18.00
PE1C1	DS1	Per T1TIE	NA	$8.42/$8.42
PE1C3	DS3	Per T3TIE	NA	$29.49/$29.49
PE1CB	Fiber Cable	Per cable record	NA	$278.58/$278.58

MISSISSIPPI (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$33.80/$21.42
PE1OT	Overtime		NA	$44.03/$27.67
PE1PT	Premium Time		NA	$54.26/$33.92

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – NORTH CAROLINA PHYSICAL COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee*	Per request	NA	$3,850.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,119.00 Minimum
	Space Preparation Fees			
	Central Office Modification*	Per sq. ft.	$1.57	
	Common Systems Modification – Cageless*	Per sq. ft.	$3.26	
	Common Systems Modification – Caged*	Per cage	$110.79	
	Power*	Per nominal –48v DC Amp	$5.76	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh*	Per first 100 sq. ft.	$102.76	NA
PE1CW	Welded Wire-mesh*	Per add'l 50 sq. ft.	$10.44	NA
PE1PJ	Floor Space*	Per sq. ft.	$3.45	NA
PE1BD	Cable Installation*	Per cable	NA	$2,305.00
PE1PM	Cable Support Structure*	Per entrance cable	$21.33	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$6.65	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.50	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.01	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.51	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.12	-
	Cross Connects **(Note 1)**	Per cross connect		First/Add'l
PE1P2	2-wire*		$0.32	$41.78/$39.23
PE1P4	4-wire*		$0.64	$41.91/$39.25
PE1P1	DS-1*		$2.34	$71.02/$51.08
PE1P3	DS-3*		$42.84	$69.84/$49.43
PE1F2	2-fiber		$2.94	$51.97/$38.59
PE1F4	4-fiber		$5.62	$64.53/$51.15

NORTH CAROLINA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System*	Per premises	$41.03	
PE1A1	New Access Card Activation*	Per card	$.062	$55.30
PE1AA	Administrative change, existing card*	Per card		$15.51
PE1AR	Replace lost or stolen card	Per card		$45.34
PE1AK	Initial Key	Per key	NA	$26.18
PE1AL	Replace lost or stolen key	Per key	NA	$26.18
PE1SR	Space Availability Report*	Per premises requested		$2,140.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.10	NA
PE1PF	4-Wire Cross-Connect		$0.19	NA
PE1PG	DS1 Cross-Connect		$0.79	NA
PE1PH	DS3 Cross-Connect		$4.85	NA
PE1B2	2 Fiber Cross-Connect		$45.30	NA
PE1B4	4 Fiber Cross-Connect		$61.09	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$42.92/$25.56
PE1OT	Overtime		NA	$54.51/$32.44
PE1PT	Premium Time		NA	$66.10/$39.32
	Cable Records[1]			**Note 2**
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1707/$1165
PE1CD	VG/DS0 Cable	Per cable record	NA	$923.08/$923.08
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.02/$18.02
PE1C1	DS1	Per T1TIE	NA	$8.43/$8.43
PE1C3	DS3	Per T3TIE	NA	$29.51/$29.51
PE1CB	Fiber Cable	Per cable record	NA	$278.82/$278.82

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – NORTH CAROLINA PHYSICAL COLLOCATION (continued)

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – SOUTH CAROLINA PHYSICAL COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3768.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,141.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,204.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.75	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$3.24	
PE1SM	Common Systems Modifications – Caged*	Per cage	$110.17	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$219.19	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$21.50	NA
PE1PJ	Floor Space	Per sq. ft.	$3.95	NA
PE1BD	Cable Installation	Per cable	NA	$1,621.00
PE1PM	Cable Support Structure	Per entrance cable	$21.33	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$9.19	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.67	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.36	-
PE1FE	120V AC Power three phase*	Per breaker amp	$17.03	-
PE1FG	277 AC Power three phase*	Per breaker amp	$39.33	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$.034	$33.75/$31.86
PE1P4	4-wire		$.068	$33.71/$31.75
PE1P1	DS-1		$1.12	$53.05/$39.96
PE1P3	DS-3		$14.21	$52.11/$38.68
PE1F2	2-fiber		$2.82	$52.11/$38.69
PE1F4	4-fiber		$5.01	$64.69/$51.26

SOUTH CAROLINA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System*	Per premises	$74.12	
PE1A1	New Access Card Activation*	Per card	$.060	$55.70
PE1AA	Administrative change, existing card*	Per card		$15.62
PE1AR	Replace lost or stolen card	Per card		$45.66
PE1AK	Initial Key	Per key	NA	$26.25
PE1AL	Replace lost or stolen key	Per key	NA	$26.25
PE1SR	Space Availability Report*	Per premises requested		$2,155.00
	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	$33.92/$21.50
PE1OT	Overtime		NA	$44.19/$27.77
PE1PT	Premium Time		NA	$54.45/$34.04
	Cable Records[1]			**Note 2**
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1712/$1168
PE1CD	VG/DS0 Cable	Per cable record	NA	$925.57/$925.57
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.06/$18.06
PE1C1	DS1	Per T1TIE	NA	$8.45/$8.45
PE1C3	DS3	Per T3TIE	NA	$29.59/$29.59
PE1CB	Fiber Cable	Per cable record	NA	$279.57/$279.57

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – SOUTH CAROLINA PHYSICAL COLLOCATION (continued)

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – TENNESSEE
PHYSICAL COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,767.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,140.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,204.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.74	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$2.95	
PE1SM	Common Systems Modifications – Caged*	Per cage	$100.14	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$218.53	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$21.44	NA
PE1PJ	Floor Space	Per sq. ft.	$6.75	NA
PE1BD	Cable Installation	Per cable	NA	$1,757.00
PE1PM	Cable Support Structure	Per entrance cable	$19.80	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$8.87	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.60	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.22	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.82	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.84	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$0.033	$33.82/$31.92
PE1P4	4-wire		$0.066	$33.94/$31.95
PE1P1	DS-1		$1.51	$53.27/$40.16
PE1P3	DS-3		$19.26	$52.37/$38.89
PE1F2	2-fiber		$3.82	$52.37/$38.89
PE1F4	4-fiber		$6.79	$65.03/$51.55

TENNESSEE (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System	Per premises	$55.99	
PE1A1	New Access Card Activation	Per card	$.059	$55.67
PE1AA	Administrative change, existing card	Per card		$15.61
PE1AR	Replace lost or stolen card	Per card		$45.64
PE1AK	Initial Key	Per key	NA	$26.24
PE1AL	Replace lost or stolen key	Per key	NA	$26.24
PE1SR	Space Availability Report*	Per premises requested		$2,154.00
	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	$33.91/$21.49
PE1OT	Overtime		NA	$44.17/$27.76
PE1PT	Premium Time		NA	$54.42/$34.02
	Cable Records[1]			**Note 2** Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1711/$1168
PE1CD	VG/DS0 Cable	Per cable record	NA	$925.06/$925.06
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.05/$18.05
PE1C1	DS1	Per T1TIE	NA	$8.45/$8.45
PE1C3	DS3	Per T3TIE	NA	$29.57/$29.57
PE1CB	Fiber Cable	Per cable record	NA	$279.42/$279.42

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – ALABAMA PHYSICAL COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$7,124.00 Disconnect Charge $1.73
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	$1,600.00 Minimum
PE1BG	Space Preparation Fee (Note 2) Mechanical / HVAC*	Per ton (one ton minimum)		$2,400.00
PE1BB	Ground Bar*	Per connection		$720.00
PE1SC	Project Management*	Per arrangement		$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
PE1SG	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
PE1BW PE1CW	Space Enclosure (Note 3) Welded Wire mesh Welded Wire mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	$136.64 $15.85	NA 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
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	$7.14 $5.50 $11.00 $16.50 $38.20	ICB ICB ICB ICB ICB
PE1P2 PE1P4 PE1P1 PE1P3	Cross Connects (Note 4) 2-wire 4-wire DS-1 DS-3	Per cross connect	 $.28 $.56 $2.14 $38.63	First/Add'l $30.76/$29.40 $31.01/$29.58 $60.81/$41.71 $57.80/$39.81

ALABAMA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects (continued)	Per cross connect		First/Add'l
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.	$.003	$540.00
PE1DS Copper	Copper or Coaxial Cable Support Structure, existing*	Per linear ft.	$.004	$540.00
(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, CLEC-1 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 CLEC-1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7 of the Collocation Attachment.

(3) **Space Enclosure**: 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. CLEC-1 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 BellSouth Certified Contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – ALABAMA
PHYSICAL COLLOCATION (continued)

(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, CLEC-1 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 CLEC-1 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, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – FLORIDA
PHYSICAL COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	$15.53	$3,248.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	$1,600.00 Minimum
PE1BG	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,400.00
PE1BB	Ground Bar*	Per connection		$720.00
PE1SC	Project Management*	Per arrangement		$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		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
	Power			
PE1PL	-48V DC Power	Per amp	$6.95	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		
PE1P2	2-wire		$.0524	$11.57
PE1P4	4-wire		$.0524	$11.57

FLORIDA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross-Connects (continued)	Per cross connect		
PE11S	DS-1/DCS		$8.085	$69.64
PE1P1	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.	$.003	$540.00
PE1DS Copper	Copper or Coaxial Cable Support Structure, existing*	Per linear ft.	$.004	$540.00
(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

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – FLORIDA PHYSICAL COLLOCATION (continued)

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, CLEC-1 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**: 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. CLEC-1 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 BellSouth Certified Contractor shall directly bill CLEC-1 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

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – FLORIDA PHYSICAL COLLOCATION (continued)

(5)**Co-Carrier Cross-Connect**. As stated in Section 5 of the Collocation Attachment, CLEC-1 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 CLEC-1 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 CLEC-1 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, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – GEORGIA PHYSICAL COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	$1,600.00 Minimum
PE1BG	Space Preparation Fee (Note 2)	Per sq. ft.	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 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	$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	$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)			
PE1ES Fiber	Fiber Cable Support Structure, existing *	Per linear ft.	$.003	$540.00
PE1DS Copper	Copper or Coaxial Cable Support Structure, existing*	Per linear ft.	$.004	$540.00
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB

GEORGIA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
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, CLEC-1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – GEORGIA
PHYSICAL COLLOCATION (continued)

(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 CLEC-1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7 of the Collocation Attachment.

(3) **Space Enclosure 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. CLEC-1 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 BellSouth Certified Contractor shall directly bill CLEC-1 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, CLEC-1 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 CLEC-1 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, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – KENTUCKY PHYSICAL COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$9,926.72
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	$1,600.00 Minimum
PE1BG	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,400.00
PE1BB	Ground Bar*	Per connection		$720.00
PE1SC	Project Management*	Per arrangement		$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		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 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
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

KENTUCKY (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Co-Carrier Cross-Connect (Note 4)			
PE1ES Fiber	Fiber Cable Support Structure, existing *	Per linear ft.	$.003	$540.00
PE1DS Copper (TBD)	Copper or Coaxial Cable Support Structure, existing*	Per linear ft.	$.004	$540.00
	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
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

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – KENTUCKY PHYSICAL COLLOCATION (continued)

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, CLEC-1 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 CLEC-1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7 of the Collocation Attachment.

(3) **Space Enclosure 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. CLEC-1 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 BellSouth Certified Contractor shall directly bill CLEC-1 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, CLEC-1 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.

~~EXHIBIT A: BELLSOUTH/CLEC-1 RATES – KENTUCKY~~
~~PHYSICAL COLLOCATION (continued)~~

~~(5) **Additional Engineering Fee**: BellSouth's additional engineering, and other labor costs associated with handling CLEC-1 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, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.~~

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – LOUISIANA PHYSICAL COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$4,910.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	$1,600.00 Minimum
PE1BG	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,400.00
PE1BB	Ground Bar*	Per connection		$720.00
PE1SC	Project Management*	Per arrangement		$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
	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 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
	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

LOUISIANA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects (continued)	Per cross connect		First/Add'l
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.	$.003	$540.00
PE1DS Copper	Copper or Coaxial Cable Support Structure, existing*	Per linear ft.	$.004	$540.00
(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
PE1B2	2 Fiber Cross-Connect		$47.44	NA
PE1B4	4 Fiber Cross-Connect		$63.97	NA

LOUISIANA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	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, CLEC-1 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 CLEC-1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7 of the Collocation Attachment.

(3)**Space Enclosure 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. CLEC-1 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 BellSouth Certified Contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – LOUISIANA PHYSICAL COLLOCATION (continued)

(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, CLEC-1 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 CLEC-1 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, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/CLEC 1 RATES – MISSISSIPPI
PHYSICAL COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$6,993.00 Disconnect Charge $1.70
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	$1,600.00 Minimum
PE1BG	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,400.00
PE1SBB	Ground Bar*	Per connection		$720.00
PE1SC	Project Management*	Per arrangement		$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
	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 sq. ft.	$3.45	
PE1BD	Cable Installation	Per cable	NA	$2,419.00 Disconnection charge $53.24
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
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

MISSISSIPPI (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects (continued)	Per cross connect		First/Add'l
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.	$.003	$540.00
PE1DS Copper	Copper or Coaxial Cable Support Structure, existing*	Per linear ft.	$.004	$540.00
(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
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

MISSISSIPPI (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	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, CLEC-1 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 CLEC-1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7 of the Collocation Attachment.

(3)**Space Enclosure 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. CLEC-1 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 BellSouth Certified Contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – MISSISSIPPI
PHYSICAL COLLOCATION (continued)

(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, CLEC-1 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 CLEC-1 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, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – NORTH CAROLINA PHYSICAL COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	$1,600.00 Minimum
	Space Preparation Fee			
	Central Office Modification	Per sq. ft.	$1.57	
	Common Systems Modification – Cageless	Per sq. ft.	$3.26	
	Common Systems Modification – Caged	Per cage	$110.79	
	Power	Per nominal -48v DC Amp	$5.76	
	Space Enclosure (Note 2)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$102.76	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$10.44	NA
PE1PJ	Floor Space	Per sq. ft.	$3.45	NA
PE1BD	Cable Installation	Per cable	NA	$2,305.00
PE1PM	Cable Support Structure	Per entrance cable	$21.33	NA
	Power			
PE1PL	-48V DC Power	Per amp	$6.65	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 3)	Per cross connect		First/Add'l
PE1P2	2-wire		$0.32	$41.78/$39.23
PE1P4	4-wire		$0.64	$41.91/$39.25
PE1P1	DS-1		$2.34	$71.02/$51.08
PE1P3	DS-3		$42.84	$69.84/$49.43
PE1F2	2-fiber		$15.99	$67.34/$48.55
PE1F4	4-fiber		$28.74	$82.35/$63.56

NORTH CAROLINA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Co-Carrier Cross-Connect (Note 4)			
PE1ES Fiber	Fiber Cable Support Structure, existing*	Per linear ft.	$.003	$540.00
PE1DS Copper (TBD)	Copper or Coaxial Cable Support Structure, existing*	Per linear ft.	$.004	$540.00
	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		$0.10	NA
PE1PF	4-Wire Cross-Connect		$0.19	NA
PE1PG	DS1 Cross-Connect		$0.79	NA
PE1PH	DS3 Cross-Connect		$4.85	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	$42.92/$25.56
PE1OT	Overtime		NA	$54.51/$32.44
PE1PT	Premium Time		NA	$66.10/$39.32
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

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – NORTH CAROLINA
PHYSICAL COLLOCATION (continued)

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, CLEC-1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.

(2)**Space Enclosure 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. CLEC-1 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 BellSouth Certified Contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.

In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal -48V DC ampere requirements specified by CLEC-1 on the Bona Fide Application. The space preparation charges apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date CLEC-1 first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. Additional engineering charges may apply as described in Exhibit A. In the event CLEC-1 opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to CLEC-1.

(3)**Cross Connect:** 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	$46.53/$43.98
4-wire	$46.64/$43.98

~~DS-1 $75.72/$55.78~~
~~DS-3 $74.54/$54.13~~

(4)~~**Co-Carrier Cross-Connect**. As stated in Section 5 of the Collocation Attachment, CLEC 1 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.~~

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – NORTH CAROLINA PHYSICAL COLLOCATION (continued)

(5)**Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling CLEC-1 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, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – SOUTH CAROLINA PHYSICAL COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$4,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	$1,600.00 Minimum
PE1BG	Space Preparation Fee (Note 2) Mechanical / HVAC*	Per ton (one ton minimum)		$2,400.00
PE1BB	Ground Bar*	Per connection		$720.00
PE1SC	Project Management*	Per arrangement		$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		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 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
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

SOUTH CAROLINA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Co-Carrier Cross-Connect (Note 5)			
PE1ES Fiber	Fiber Cable Support Structure, existing*	Per linear ft.	$.003	$540.00
PE1DS Copper	Copper or Coaxial Cable Support Structure, existing*	Per linear ft.	$.004	$540.00
(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

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – SOUTH CAROLINA PHYSICAL COLLOCATION (continued)

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, CLEC-1 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 CLEC-1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7 of the Collocation Attachment.

(3) **Space Enclosure 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. CLEC-1 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 BellSouth Certified Contractor shall directly bill CLEC-1 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

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – SOUTH CAROLINA PHYSICAL COLLOCATION (continued)

(5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, CLEC-1 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 CLEC-1 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, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – TENNESSEE PHYSICAL COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	$1,600.00 Minimum
PE1BG	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,400.00
PE1BB	Ground Bar*	Per connection		$720.00
PE1SC	Project Management*	Per arrangement		$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq. ft.		ICB
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
	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 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
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

TENNESSEE (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Co-Carrier Cross-Connect (Note 4)			
PE1ES Fiber	Fiber Cable Support Structure, existing*	Per linear ft.	$.003	$540.00
PE1DS Copper	Copper or Coaxial Cable Support Structure, existing*	Per linear ft.	$.004	$540.00
(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

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – TENNESSEE
PHYSICAL COLLOCATION (continued)

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, CLEC-1 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 CLEC-1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7 of the Collocation Attachment.

(3) **Space Enclosure 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. CLEC-1 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 BellSouth Certified Contractor shall directly bill CLEC-1 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, CLEC-1 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.

~~EXHIBIT A: BELLSOUTH/CLEC-1 RATES – TENNESSEE~~
~~PHYSICAL COLLOCATION (continued)~~

~~(5) **Additional Engineering Fee**: BellSouth's additional engineering, and other labor costs associated with handling CLEC-1 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, CLEC-1 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 CLEC-1 agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.

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

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for CLEC-1 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. CLEC-1 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 CLEC-1 space with proper notification. BellSouth reserves the right to stop any CLEC-1 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 CLEC-1 are owned by CLEC-1. CLEC-1 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 CLEC-1 or different hazardous materials used by CLEC-1 at BellSouth Facility. CLEC-1 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 CLEC-1 to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and CLEC-1 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 CLEC-1 will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, CLEC-1 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 CLEC-1 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, CLEC-1 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. CLEC-1 further agrees to cooperate with BellSouth to ensure that CLEC-1'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 CLEC-1, its employees, agents and/or subcontractors.

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

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

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

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

Attachment 5

Access to Numbers
and
Number Portability

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ACCESS TO NUMBERS and NUMBER PORTABILITY

1. Non-Discriminatory Access to Telephone Numbers

1.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ, or to request and be assigned, any Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center and Rating Points corresponding to such NXX Codes.

1.2 During the term of this Agreement, the Parties shall contact the applicable numbering resource administrator as determined by the FCC, for the assignment of numbering resources. In order to be assigned a Central Office Code, KMC Telecom 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).

1.3 For the purposes of the resale of BellSouth's telecommunications services by KMC Telecom, BellSouth will provide KMC Telecom 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.

1.4 Further, upon KMC Telecom's request and for the purposes of the resale of BellSouth's telecommunications services by KMC Telecom , BellSouth will reserve up to 100 telephone numbers per Common Language Location Identifier Code (CLLIC), for KMC Telecom 's sole use. Such telephone number reservations shall be transmitted to KMC Telecom via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. KMC Telecom 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 KMC Telecom 's reasonable need in that particular CLLIC.

2. Local Number Portability

2.1 The Parties shall provide local number portability on a reciprocal basis to each other to the extent technically feasible, and in accordance with the applicable rules and regulations as prescribed from time to time by the FCC and/or the Commission.

2.2 Permanent Number Portability

2.2.1 Deployment of LNP. Local Number Portability ("LNP") is a permanent number portability solution that allows End Users to keep their existing Telephone Line Numbers ("TLNs") when switching LECs. The Parties shall implement and deploy the Location Routing Number ("LRN") solution for LNP in accordance with orders, rulings and policies regarding LNP issued by the FCC and the applicable State Commissions, including, without limitation, the FCC prescribed permanent LNP geographic deployment schedules.

2.2.2 Description of LNP. LNP uses the industry standard LRN that assigns a unique 10-digit number to each Wire Center. To support LNP, LRN data is stored, and LNP services are provisioned on Advanced Intelligent Network ("AIN") elements that replace the dialed TLN with the LRN so that LNP calls can be routed to the proper Wire Center for connection to the dialed party. To obtain the LRN data and properly provision LNP services, carriers must be connected to independently operated Regional Number Portability Administration Centers ("NPACs"), which will manage LNP services and provide LNP call routing data to carriers.

2.2.3 Once LNP is implemented, either Party may withdraw its Interim Number Portability ("INP") offerings (as described in Section 2.8 hereafter), subject to (i) provision of reasonable advance notice to the other Party; and (ii) coordination to allow the seamless and transparent conversion of INP Customers to LNP.

2.2.4 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 the BellSouth FCC No. 1 Tariff and will be billed to KMC Telecom where KMC Telecom is a subscriber to local switching or where KMC Telecom is a reseller of BellSouth telecommunications services. This charge will not be discounted.

2.3 Interim Number Portability

2.3.1 Service Provider Number Portability

2.3.1.1 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 Rate Center for his Local Exchange Service.

2.3.1.2 SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of KMC Telecom . 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 KMC Telecom 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.

2.3.1.3 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.

2.3.1.4 SPNP is available only where KMC Telecom 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 KMC Telecom 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.

2.3.1.5 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 the Commission filed KMC Telecom or BellSouth Local Exchange Tariff(s) of the Party porting the SPNP-RCF telephone number. The forwarded-to number shall be specified by the KMC Telecom or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF End User cannot be guaranteed, however. SPNP-RCF provides a single call path for the

forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis at separate rates in addition to the rates for SPNP-RCF.

2.3.1.6 SPNP-DID service, as contemplated by this Agreement, 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 Attachment 2. 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.

2.3.1.7 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 KMC Telecom 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. KMC Telecom usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

2.3.1.8 Each Party shall be responsible for obtaining authorization from the End User for the handling of the disconnection of the End User's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other 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.

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

2.3.1.10 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each company's end user. Each Party reserves the right to contact the other company's customers if deemed necessary for maintenance purposes.

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

2.3.1.12 For terminating IXC traffic ported to either Party which requires use of either Party's Tandem switching, the Tandem provider will bill the IXC Tandem switching and a pro rata portion of the transport, and the other Party will bill the IXC local switching, the carrier common line (CCL), the Interconnection Charge and a portion of the transport. If the Tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the Tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other company at the tandem company's tariffed rates and remit the local switching, the Interconnection Charge, a pro rata portion of transport and CCL revenues to the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability. 2.3.1.13 If, through a final and effective order, the Federal Communications Commission ("FCC") issues regulations pursuant to 47 U.S.C. § 251 to require number portability different than that provided pursuant to this section, BellSouth will comply with that order.

2.3.1.13 Charges for INP shall be as specified in Exhibit A, provided that interim rates will be replaced or trued-up in accordance with regulatory requirements.

2.4 INP Requirements

2.4.1 Either Party will exchange with the other SS7 TCAP messages as required for the implementation of Customer Local Area Signaling Services

(CLASS) or other features available. 2.4.2 Either Party shall notify the other of any technical or capacity limitations that would prevent use of a requested INP implementation in a particular End Office or Wire Center.

2.4.2 Either Party shall pass all Calling Party Number ("CPN") or Automatic Number Identification ("ANI") information to and from the ported number, whenever technically feasible.

2.4.3 Unless approved by KMC Telecom, BellSouth agrees not to issue Telephone Line Number ("TLN") based calling card numbers to End Users that port their numbers to KMC Telecom.

2.4.4 BellSouth and KMC Telecom shall cooperate in resolving all service calls involving the other Party's service, to avoid unnecessary service outages.

2.5 Number Portability Through NXX Migration

2.5.1 If the Parties mutually agree to use Local Exchange Routing Guide ("LERG") reassignment as the method to move an End User's telephone numbers from one Party's switch to the other Party's switch in a particular instance, the Parties shall enter into a separate written agreement that must address terms and conditions of the reassignment, including, but not limited to, ordering processes and specific implementation procedures for the reassignment of the appropriate NXX as shown in the LERG, to the new service providers switch, and any applicable rates.

3. 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 Federal Communications Commission 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.

4. True-up

This section applies only to Tennessee.

The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

4.1 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 in the General Terms and Conditions and Attachment 1 of this Agreement.

4.2. 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 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.

4.3. 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 KMC Telecom 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 network element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

5. Operational Support System (OSS) Rates

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

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface

EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

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

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

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

Denial/Restoral OSS Charge

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

Cancellation OSS Charge

KMC Telecom will incur an OSS charge for an accepted LSR that is later canceled by KMC Telecom .

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

Network Elements and Other Services Manual Additive

The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for network elements and other services ordered by means other than one of the interactive interfaces. These ordered network elements and other services manual additive NRCs will apply in these states, rather than the charge per LSR.

Threshold Billing Plan

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

Year	Ratio: Mechanized/Total LSRs
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

In calculating the percentages above, all orders submitted via BellSouth's mechanized LSR systems (LENS, EDI, EDI-PC, and TAG) will count as mechanized LSRs, regardless of whether an order falls out of the mechanized process or requires manual intervention in order to be properly completed and processed.

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.

BELLSOUTH/KMC Telecom RATES
SERVICE PROVIDER
NUMBER PORTABILITY

DESCRIPTION	USOC	RATES BY STATE								
		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	$1.66	$2 17	$1.50
NRC - Electronic	TNPBL	$0.65	NA	$0.51	NA	$0 49	$0.6441	$0.71	$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	$1 66	$2 17	$1.25
NRC	TNPRL	$0.65	NA	$0.51	NA	$0.49	$0 6441	$0.71	$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 36	$0.3838	$0.32	$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	$2 73	$1 37	$25 00
NRC - Add'l	TNP++	$1.44	NA	$2.10	NA	$2 02	$2 84	$2 73	$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	$45.80	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$27.37	NA	NA	NA	$18 14	$25 52	$45.80	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	$2.25	$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	$2 25	$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	$2.73	$1.37	NA
NRC - Add'l	TNPRD	$1.44	NA	$2.10	NA	$2.02	$2.84	$2.73	$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	$45.80	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	$45.80	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	$11.43	$13.16	NA
DID, per trunk termination, Initial - NRC	TNPT2	$173.73	NA	$135 47	NA	$129.69	$171.68	$217.88	$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	$11 43	$13 16	NA
DID, per trunk termination, Subsequent - NRC	TNPT2	$51.35	NA	$39.53	NA	$37 85	$50.69	$73.56	$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 CLEC 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

1. Quality of Ordering and Provisioning

1.1 BellSouth shall provide ordering and provisioning services to KMC Telecom that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC. 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. BellSouth will notify KMC Telecom of any such amendments via the web and BellSouth will use best efforts to notify KMC Telecom within thirty (30) days, but in no event will BellSouth notify KMC Telecom after the change has occurred.

1.2 BellSouth will provide provisioning services to KMC Telecom during the same normal hours of operation that BellSouth provides itself, its end-users, and other CLECs. The normal hours of operation are as follows:

Monday - Friday - 8:00AM - 5:00PM location time (excluding holidays)
(Resale/Network Element non coordinated, coordinated orders and order coordinated - Time Specific)

Saturday - 8:00 AM - 5:00 PM location time (excluding holidays)
(Resale/Network Element non coordinated orders)

Times are either Eastern or Central time based on the location of the work being performed.

All other KMC Telecom requests for provisioning and installation services are considered outside of the normal hours of operation as referenced above and may be performed subject to the application of overtime billing charges. BellSouth will perform these services that are considered outside the normal hours of operation in the manner in which BellSouth performs and bills such services for itself, end-users, and other CLECs.

2. Access to Operational Support Systems

2.1 BellSouth shall provide KMC Telecom 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. KMC Telecom 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 KMC Telecom will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the in which the service is provided.

2.2.1 Interfaces. BellSouth shall make available the following interfaces to KMC Telecom for access to pre-order functions: LENS; *and* TAG. Each such interface shall be available on a non-discriminatory basis in connection with pre-ordering for Resale services and UNES that are available electronically.

2.2.2 The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. Each pre-order interface shall be available except for downtime attributable to maintenance and upload, twenty-four (24) hours a day, seven (7) days a week.

2.2.3 KMC Telecom shall be permitted to reserve a number, including, without limitation, a vanity number, for up to thirty (30) days for End Users.

2.2.4 All CSR data exchanged must be in English text, and not only USOC or FID format, provided that such information is maintained in textual format by BellSouth. All other data shall be in a mutually agreed upon nomenclature.

2.2.5 Upon request, BellSouth shall provide KMC Telecom with pre-order information in batch transmission to the extent available or provided to any other Telecommunications Carrier on the same terms and conditions and at the same rates.

2.2.6 Pre-ordering functions shall be provided at parity as measured by the Performance Measurement metrics included in Attachment 9 hereto.

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 network elements and other services. 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.

2.3.1 For generation of Resale service orders, ordering flows shall be available via such electronic interfaces for each of the following ordering functions: Conversion ("as is" or "with changes"); Change (features, listings, long distance); New Connect; Disconnect; From and To (change of premises with same service).

2.3.2 BellSouth shall provide to KMC Telecom electronic and manual interfaces for transmitting orders and receiving Firm Order Confirmation ("FOC"), completion notices, Due-Date Jeopardies, and, as available, other provisioning data and information. BellSouth shall provide KMC Telecom with a FOC for each Resale and UNE order. The FOC includes: purchase order number, telephone number, Local Service Request number, due date, and Service Order number.

2.3.3 BellSouth shall provision Resale Services and UNEs as prescribed in KMC Telecom service order requests. Access to status on electronically-submitted Resale services and UNEs shall be provided via the electronic interfaces. Access to status on manually-submitted service order requests shall be provided manually or via the Purchase Order Number ("PON") report on BellSouth's Internet website.

2.3.4 BellSouth shall provide notice of a lack of facilities availability at parity to that BellSouth provides to itself, its Affiliates, or any other Telecommunications Carrier.

2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows KMC Telecom to report and monitor service troubles and obtain repair services. BellSouth shall offer KMC Telecom service trouble reporting in a non-discriminatory manner that provides KMC Telecom the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides KMC Telecom 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 KMC Telecom access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If KMC Telecom requests BellSouth to repair a trouble after normal working hours, KMC Telecom will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.

2.5 Migration of KMC Telecom 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 KMC Telecom with sufficient notice to allow KMC Telecom to make the necessary changes to its systems and operations to

migrate to the newest release in a timely fashion. BellSouth will use its best efforts to issue such documents thirty (30) days in advance of changes.

2.6 Rates. To the extent approved by the Commission or agreed to by the Parties, 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 KMC Telecom will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if KMC Telecom wishes to reinstate an order, KMC Telecom may be required to submit a new service order.

3.2 Single Point of Contact. KMC Telecom will be the single point of contact with BellSouth for ordering activity for network elements and other services used by KMC Telecom 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. KMC Telecom and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by KMC Telecom to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify KMC Telecom that such an order has been processed, but will not be required to notify KMC Telecom in advance of such processing.

3.3 Use of Facilities. When a KMC Telecom customer 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 KMC Telecom by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.

3.3.1 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 network element at the same location.

3.3.1.3 Notify KMC Telecom subsequent to the disconnect order being completed.

3.4 Contact Numbers. BellSouth shall provide single points of contact ("SPOC") for the provisioning of Resale Services (LCSC) and UNEs (UNE Center) ordered by KMC Telecom. Pre-ordering and ordering shall be available via an electronic interface seven (7) days a week, 24 hours a day.

BellSouth shall provide access to assistance for technical issues such as connectivity and passwords related to LENS, TAG and TAFI, and to the "EDI Central Group" for technical problems with EDI. Assistance will be available by telephone during normal business hours and through other contacts on nights, weekends and holidays.

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 KMC Telecom cancels an order for network elements or other 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.

3.7 Disaster Recovery Plan. BellSouth's Disaster Recover Plan is as set forth in Attachment 11 of this Agreement.

3.8 Ordering and Provisioning Information. BellSouth shall provide the following to KMC Telecom upon request:

3.8.1 Design Layout Records ("DLRs") for designed unbundled Network Elements; and

3.8.2 Advance information on the details and requirements for planning and implementation of NPA splits.

3.9 Access to the Regional Street Address Guide ("RSAG") information via LENS or TAG pre-ordering. Non Proprietary RSAG subsets shall be made available pursuant to the Bona Fide Request ("BFR") process.

3.10 BellSouth and KMC Telecom shall establish mutually acceptable methods and procedures for handling all misdirected calls from KMC Telecom End Users. All misdirected calls to BellSouth from KMC Telecom End Users shall be given a recording (or a live statement) directing them to call an KMC Telecom-designated toll free number. KMC Telecom, on a reciprocal basis, shall refer all misdirected calls that KMC Telecom receives from BellSouth End Users to a BellSouth-designated number. KMC Telecom and BellSouth each shall be responsible for providing the other party with its current toll free number. The foregoing shall apply only when the Party receiving such call knows or has reason to know that the call is misdirected from an End User of the other Party hereto.

3.11 BellSouth shall provide order format specifications to KMC Telecom for all available services, features, and functions and for ancillary data required by BellSouth to provision these services.

3.12 BellSouth shall provide KMC Telecom with standard expected provisioning intervals for all unbundled Network Elements.

3.13 BellSouth shall not reconfigure any KMC Telecom service arrangements of any KMC Telecom End User for Resale services, UNEs or Combinations, unless so directed by KMC Telecom. Any KMC Telecom End User that contacts BellSouth regarding a change to its KMC Telecom service (excluding changes in its local service provider) shall be advised to contact KMC Telecom. Any BellSouth End User that contacts KMC Telecom regarding a change in BellSouth service (excluding changes in its local service provider) shall be advised to contact BellSouth.

3.14 The Parties shall provide a generic intercept referral message that includes any new telephone number of an End User for the same period of time that BellSouth currently provides such a message for its own End Users. The intercept message shall be similar in format to the intercept referral message currently provided by BellSouth for its own End Users.

3.15 BellSouth shall perform all pre-testing necessary to ensure the services ordered meet the specifications outlined in the technical service description provided by BellSouth for the service being ordered.

3.16 Any written "leave behind" materials that BellSouth technicians provide to KMC Telecom End Users shall be non-branded materials that do not identify the work being performed as being by BellSouth. These materials shall include, without limitation, non-branded forms for the Customer and non-branded "not at home" cards.

3.17 If an KMC Telecom End User requests a change of service at the time of installation, BellSouth technicians shall direct them to contact KMC Telecom directly and provide a toll-free number supplied by KMC Telecom. When a BellSouth employee visits the premise of an KMC Telecom End User, the

BellSouth employee shall inform the Customer that he or she is there acting on behalf of KMC Telecom.

3.18 BellSouth shall provide telephone and/or facsimile notification to KMC Telecom of any KMC Telecom end user service requests and charges therefore not authorized on the KMC Telecom service request, and obtain KMC Telecom's approval prior to commencing work.

3.19 Each Party shall train and direct its employees who have contact with End Users of the other Party in the process of provisioning, maintenance or repair not to disparage the other Party or its services in any way to the other Party's End Users.

3.20 When KMC Telecom places an LSR, KMC Telecom shall specify a requested Due Date, and BellSouth shall specify a Due Date based on the applicable intervals. In the event KMC Telecom's requested date is less than the standard interval, KMC Telecom shall contact BellSouth by telephone and the Parties shall negotiate an expedited Due Date. This situation shall be considered an expedited order for which expedite charges will apply in accordance with BellSouth FCC No. 1 Tariff. BellSouth shall not complete the order prior to the Due Date unless authorized by KMC Telecom. If BellSouth misses the Due Date, BellSouth shall promptly notify KMC Telecom of the revised installation Due Date. If KMC Telecom requests that an order be expedited, BellSouth shall notify KMC Telecom of the status of the order (i) by the end of the same Business Day when such expedite requests are made prior to noon; or (ii) by noon the following Business Day otherwise.

3.21 KMC Telecom and BellSouth shall agree to escalation procedures and contacts for resolving questions and disputes related to ordering and provisioning procedures or to the processing of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. The Parties shall use best efforts to notify each other of any modifications to these contacts within ten (10) days of any such modifications.

3.22 BellSouth shall transmit to KMC Telecom a FOC or, in the alternative, notification of the lack of available facilities within time periods specified hereafter after BellSouth's receipt of a complete and correct order from KMC Telecom, provided, however, that an order for complex services requiring a service inquiry shall be deemed received for these purposes only after completion of the service inquiry. The FOC shall contain a commitment date, which shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time. If KMC Telecom uses LENS, EDI, or any other electronic interface for the submission of the order, the FOC or notification shall be posted by BellSouth in such interface within twenty-four (24) hours of receipt of the order. If KMC Telecom does not use these interfaces, or these interfaces are not available for the service or UNE being ordered, BellSouth shall transmit the FOC or notification by telecopier to a toll-free number provided by KMC Telecom within forty-eight (48) hours of BellSouth's receipt of the order. When

KMC Telecom submits a complete and correct LSR for SPNP and an associated unbundled Loop simultaneously, BellSouth shall likewise issue a FOC for both the Loop and the SPNP simultaneously.

3.23 For Local Service Requests submitted via an electronic interface, BellSouth shall notify KMC Telecom via the same electronic interface, of Rejections/Errors contained in any of the data element(s) field(s) contained on any KMC Telecom Local Service Request. For Local Service Requests submitted manually, BellSouth shall notify KMC Telecom by facsimile of such Rejections and Errors. BellSouth will notify KMC Telecom of Rejections or Errors in 95% of mechanized orders within one (1) hour from BellSouth's receipt of the order. BellSouth will notify KMC Telecom of Rejections or Errors in 85% of non-mechanized and partially mechanized orders within forty-eight (48) hours from BellSouth's receipt of the order.

3.24 No manual ordering charges shall apply to local service request submitted by KMC Telecom when BellSouth's existing electronic interfaces normally utilized by KMC Telecom are unavailable for reasons other than scheduled maintenance or other scheduled activities for which advance notification is required and provided by BellSouth.

Attachment 7

Billing and Billing Accuracy Certification

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BILLING AND BILLING ACCURACY CERTIFICATION

1. **Payment and Billing Arrangements**

1.1 Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that KMC Telecom requests. BellSouth will bill and record in accordance with this Agreement those charges KMC Telecom incurs as a result of KMC Telecom purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.

1.1.1 For any service(s) BellSouth orders from KMC Telecom, KMC Telecom shall bill BellSouth in CABS format or in accordance with industry standards.

1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.

1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, KMC Telecom will, to the extent not already done so, provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable.

1.3 Payment Responsibility. Payment of all charges will be the responsibility of KMC Telecom. KMC Telecom shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by KMC Telecom from KMC Telecom's customer. BellSouth will not become involved in billing disputes that may arise between KMC Telecom 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 KMC Telecom, the total amount billed to KMC Telecom will not include those taxes or fees for which the CLEC is exempt. KMC Telecom 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 KMC Telecom.

1.6 Late Payment. If any portion of the payment is received by either Party after the payment due date as set forth preceding, or if any portion of the payment is received by either Party in funds that are not immediately available to the other Party, then a late payment penalty shall be due to the Party that issued the invoice. 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 each Party's appropriate tariffs.

1.7 Discontinuing Service to KMC Telecom. The procedures for discontinuing service to KMC Telecom are as follows:

1.7.1 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 KMC Telecom of the rules and regulations contained in BellSouth's tariffs.

If payment of undisputed amounts is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to KMC Telecom 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 KMC Telecom at the billing address to discontinue the provision of existing services to KMC Telecom at any time thereafter.

For purposes of this Agreement, a Bona Fide Dispute means a dispute of a specific amount of money actually billed by BellSouth. The dispute must be clearly explained by KMC Telecom and supported by written documentation from KMC Telecom, which clearly shows the basis for KMC Telecom's dispute of the charges. The dispute must be itemized to show the Q account and earning number against which the disputed amount applies. By way of example and not by limitation, a Bona Fide Dispute will not include the refusal to pay all or part of a

bill or bills when no written documentation is provided to support the dispute, nor shall a Bona Fide Dispute include the refusal to pay other amounts owed by KMC Telecom until the dispute is resolved. Claims by KMC Telecom for damages of any kind will not be considered a Bona Fide Dispute for purposes of this Agreement. Once the Bona Fide Dispute is resolved by BST, KMC Telecom will make immediate payment on any of the disputed amount owed to BST or BST shall have the right to pursue normal treatment procedures. Any credits due to KMC Telecom, pursuant to the Bona Fide Dispute, will be applied to KMC Telecom's account by BST immediately upon resolution of the dispute.

1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and KMC Telecom's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to KMC Telecom.

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

1.8 Deposit Policy. When purchasing services from BellSouth, KMC Telecom 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.

BellSouth reserves the right to increase the security deposit requirements when, in its reasonable judgment and on a nondiscriminatory basis, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit. In determining the security deposit so required, BellSouth will review KMC Telecom's Dunn & Bradstreet ratings; KMC

Telecom's payment history with BellSouth, and payment history with others as available; the number of years KMC Telecom has been in business; KMC Telecom's management history and managers' length of service with KMC Telecom; liens, suits and judgments against KMC Telecom; UCC-1 filings against KMC Telecom's assets; and, to the extent available, KMC Telecom's financial information.

1.9 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 Accuracy Certification

2.1 Upon request, BellSouth and KMC Telecom 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 KMC Telecom will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide KMC Telecom with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, KMC Telecom 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 notification date.

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 either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs. There will be no late payment interest if the withholding party prevails in the dispute.

4. **RAO Hosting**

4.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to KMC Telecom 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 and for which BellSouth will use best efforts to provide KMC Telecom written notice or electronic mail within thirty (30) days.

4.2 KMC Telecom 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 KMC Telecom 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 KMC Telecom must have its own unique RAO code, to the extent that KMC Telecom does not already have such a code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from KMC Telecom to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of KMC Telecom and will coordinate all associated conversion activities.

4.5 BellSouth will receive messages from KMC Telecom 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 KMC Telecom.

4.7 All data received from KMC Telecom 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 KMC Telecom that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).

4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by KMC Telecom and will forward them to KMC Telecom on a daily basis.

4.10 Transmission of message data between BellSouth and KMC Telecom will be via CONNECT:Direct.

4.11 All messages and related data exchanged between BellSouth and KMC Telecom 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 KMC Telecom 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 KMC Telecom to send data to BellSouth more than sixty (60) days past the message date(s), KMC Telecom 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 KMC Telecom 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 KMC Telecom) identified and agreed to, the company responsible for creating the data (BellSouth or KMC Telecom) 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 KMC Telecom, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify KMC Telecom of the error condition. KMC Telecom 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, KMC Telecom 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 KMC Telecom 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 <u>RAO Compensation</u>

4.18.1 Rates for message distribution service provided by BellSouth for KMC Telecom 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 KMC Telecom for the purpose of data transmission. Where a dedicated line is required, KMC Telecom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. KMC Telecom 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 KMC Telecom. Additionally, all message toll charges associated with the use of the dial circuit by KMC Telecom will be the responsibility of KMC Telecom. 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 KMC Telecom end for the purpose of data transmission will be the responsibility of KMC Telecom.

4.19 Intercompany Settlements Messages

4.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by KMC Telecom 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 KMC Telecom and the involved company(ies), unless that company is participating in NICS.

4.19.2 Both traffic that originates outside the BellSouth region by KMC Telecom and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by KMC Telecom, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by KMC Telecom, involves a company other than KMC Telecom, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

4.19.3 Once KMC Telecom is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.

4.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of KMC Telecom. BellSouth will distribute copies of these reports to KMC Telecom on a monthly basis.

4.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of KMC Telecom. BellSouth will distribute copies of these reports to KMC Telecom on a monthly basis.

4.19.6 BellSouth will collect the revenue earned by KMC Telecom 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 KMC Telecom. BellSouth will remit the revenue billed by KMC Telecom 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 KMC Telecom. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to KMC Telecom via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

4.19.7 BellSouth will collect the revenue earned by KMC Telecom 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 KMC Telecom. BellSouth will remit the revenue billed by KMC Telecom 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 KMC Telecom via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and KMC Telecom 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 KMC Telecom, BellSouth will provide the Optional Daily Usage File (ODUF) service to KMC Telecom pursuant to the terms and conditions set forth in this section.

5.2 The KMC Telecom shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

5.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a KMC Telecom customer.

Charges for delivery of the Optional Daily Usage File will appear on the KMC Telecom'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 KMC Telecom will be the responsibility of the KMC Telecom. If, however, KMC Telecom should encounter significant volumes of errored messages that prevent processing by KMC Telecom within its systems, BellSouth will work with KMC Telecom 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 KMC Telecom:

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- measured billable Local
- Directory Assistance messages
- intraLATA Toll
- WATS & 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (Network Element only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

5.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

5.6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to KMC Telecom.

5.6.1.4 In the event that KMC Telecom detects a duplicate on Optional Daily Usage File they receive from BellSouth, KMC Telecom will drop the duplicate message (KMC Telecom 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 KMC Telecom 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 KMC Telecom for the purpose of data transmission. Where a dedicated line is required, KMC Telecom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. KMC Telecom 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 KMC Telecom. Additionally, all message toll charges associated with the use of the dial circuit by KMC Telecom will be the responsibility of KMC Telecom. 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 KMC Telecom end for the purpose of data transmission will be the responsibility of KMC Telecom.

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 KMC Telecom which BellSouth RAO that is sending the message. BellSouth and KMC Telecom will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by KMC Telecom and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.4 PACK REJECTION

5.6.4.1 KMC Telecom 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. KMC Telecom will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to KMC Telecom by BellSouth.

5.6.5 CONTROL DATA

KMC Telecom will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate KMC Telecom 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 KMC Telecom for reasons stated in the above section.

5.6.6 TESTING

5.6.6.1 Upon request from KMC Telecom, BellSouth shall send test files to KMC Telecom 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 KMC Telecom set up a production (LIVE) file. The live test may consist of KMC Telecom's employees making test calls for the types of services KMC Telecom requests on the Optional Daily Usage File. These test calls are logged by KMC Telecom, 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 KMC Telecom, BellSouth will provide the Access Daily Usage File (ADUF) service to KMC Telecom pursuant to the terms and conditions set forth in this section.

6.2 KMC Telecom shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.

6.3 The Access Daily Usage Feed will contain access messages associated with a port that KMC Telecom has purchased from BellSouth

6.4 Charges for delivery of the Access Daily Usage File will appear on the KMC Telecom'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 the KMC Telecom will be the responsibility of the KMC Telecom. If, however, KMC Telecom should encounter significant volumes of errored messages that prevent processing by KMC Telecom within its systems, BellSouth will work with KMC Telecom 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 KMC Telecom:

Interstate and intrastate access records associated with a port.

Undetermined jurisdiction access records associated with a port.

6.6.2 When KMC Telecom purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from Network Element and carried by Interexchange Carrier:

BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF

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

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

Terminating on network element and carried by Interexchange Carrier:

BellSouth will bill network element to KMC Telecom and send access record to KMC Telecom.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to KMC Telecom and send access record to KMC Telecom.

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 KMC Telecom.

6.6.4 In the event that KMC Telecom detects a duplicate on the Access Daily Usage File they receive from BellSouth, KMC Telecom will drop the duplicate message (KMC Telecom 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 KMC Telecom 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 KMC Telecom for the purpose of data transmission. Where a dedicated line is required, KMC Telecom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. KMC Telecom 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 KMC Telecom. Additionally, all message toll charges associated with the use of the dial circuit by KMC Telecom will be the responsibility of KMC Telecom. 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 KMC Telecom end for the purpose of data transmission will be the responsibility of KMC Telecom.

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 KMC Telecom which BellSouth RAO that is sending the message. BellSouth and KMC Telecom will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by KMC Telecom and resend the data as appropriate.

The data will be packed using ATIS EMI records.

6.6.7 PACK REJECTION

6.6.7.1 KMC Telecom 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. KMC Telecom will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to KMC Telecom by BellSouth.

6.6.8 CONTROL DATA

KMC Telecom will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate KMC Telecom 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 KMC Telecom for reasons stated in the above section.

6.6.9 TESTING

6.6.9.1 Upon request from KMC Telecom, BellSouth shall send test files to KMC Telecom 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 KMC Telecom, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to KMC Telecom 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 KMC Telecom shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

7.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of the Enhanced Optional Daily Usage File will appear on the KMC Telecom'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 KMC Telecom will be the responsibility of KMC Telecom. If, however, KMC Telecom should encounter significant volumes of errored messages that prevent processing by KMC Telecom within its systems, BellSouth will work with KMC Telecom 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 KMC Telecom:
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 KMC Telecom.

7.6.1.3 In the event that KMC Telecom detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, KMC Telecom will drop the duplicate message (KMC Telecom 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 KMC Telecom over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among KMC Telecom'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 KMC Telecom for the purpose of data transmission. Where a dedicated line is required, KMC Telecom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. KMC Telecom 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 KMC Telecom. Additionally, all message toll charges associated with the use of the dial circuit by KMC Telecom will be the responsibility of KMC Telecom. 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 KMC Telecom end for the purpose of data transmission will be the responsibility of KMC Telecom.

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 KMC Telecom which BellSouth RAO that is sending the message. BellSouth and KMC Telecom will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by KMC Telecom and resend the data as appropriate.

The data will be packed using ATIS EMI records.

BELLSOUTH/KMC Telecom RATES
ODUF/EDOUF/ADUF/CMDS

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
ODUF/EDOUF/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
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

Rights-of-Way, Conduits and Pole Attachments

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

COPY

LICENSE AGREEMENT

for

RIGHTS OF WAY (ROW), CONDUITS, AND POLE ATTACHMENTS

Dated: _____

Between

BELLSOUTH TELECOMMUNICATIONS, INC.
(Licensor)

And

_____

(Licensee)

Licensee desires to conduct business in the following area(s):

☐ AL ☐ KY ☐ LA ☐ MS ☐ TN ☐ FL ☐ GA ☐ NC ☐ SC

or

☐ BellSouth Region

BELLSOUTH License Agreement Number - _____

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RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

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This Agreement, together with the terms and conditions of general applicability contained throughout this Agreement, sets forth the terms and conditions under which BellSouth shall afford to Licensee access to BellSouth's Poles, Ducts, Conduits and Rights of Way, pursuant to the Act.

1. DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this Section shall, as used herein, have the meanings set forth in this Section 1.

1.1 Anchor. The term Anchor refers to a device, structure, or assembly which stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the Pole. The term Anchor does not include the guy strand which connects the Anchor to the Pole and includes only those Anchors which are owned by BellSouth, as distinguished from Anchors which are owned and controlled by other persons or entities.

1.2 Anchor/Guy Strand. The term Anchor/Guy Strand refers to supporting wires, typically stranded together, or other devices attached to a Pole and connecting that Pole to an Anchor or to another Pole for the purpose of increasing Pole stability. The term Anchor/Guy Strand includes, but is not limited to, strands sometimes referred to as Anchor strands, down guys, guy strands, and Pole-to-pole guys.

1.3 Application. The process of requesting information related to records, Pole and/or Conduit availability, or make-ready requirements for BellSouth owned or controlled Facilities. Each Application is limited in size to a maximum of (1) 100 consecutive Poles or (2) 10 consecutive Manhole sections or 5000 feet, whichever is greater. The Application includes (but is not limited to) request for records, records investigation and/or a field investigation, and Make-Ready Work.

1.4 Communications Act of 1934. The terms Communications Act of 1934 and Communications Act refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151 et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in 1.23 following.

1.5 Assigned. The term Assigned, when used with respect to Conduit or Duct space or Poles, refers to any space in such Conduit or Duct or on such Pole that is occupied by a telecommunications service provider or a municipal or other governmental authority. To ensure the judicious use of Poles and Conduits, space Assigned to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being Assigned.

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1.6 Available. The term Available, when used with respect to Conduit or Duct space or Poles, refers to any usable space in such Conduit or Duct or on such Pole not assigned to a specific provider at the applicable time.

1.7 Conduit. The term Conduit means a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.

1.8 Conduit Occupancy. The terms Conduit Occupancy and Occupancy refer to the presence of wire, cable, optical conductors, or other Facilities within any portion of BellSouth's Conduit System.

1.9 Conduit System. The term Conduit System refers to any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. In this Agreement, the term refers to Conduit Systems owned or controlled by BellSouth.

1.10 Cost. The term Cost as used herein refers to charges made by BellSouth to Licensee for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in the Price Schedule of the General Terms and Conditions of BellSouth.

1.11 Duct. The term Duct refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other Facilities. As used in this Agreement, the term Duct includes Inner-Ducts created by subdividing a Duct into smaller channels.

1.12 Facilities. The terms Facility and Facilities refer to any property or equipment utilized in the provision of telecommunication services.

1.13 The acronym FCC refers to the Federal Communications Commission.

1.14 Handholes. The term Handhole refers to an enclosure, usually below ground level, used for the purpose of installing, operating, and maintaining facilities in a Conduit. A Handhole is too small to permit personnel to physically enter.

1.15 Inner-Duct. The term Inner-Duct refers to a pathway created by subdividing a Duct into smaller channels.

1.16 Joint User. The term Joint User refers to a utility which has entered into an agreement with BellSouth providing reciprocal rights of attachment of Facilities owned by each party to the Poles, Ducts, Conduits and Rights of Way owned by the other party.

1.17 Lashing. The term Lashing refers to the attachment of a Licensee's Sheath or Inner-Duct to a supporting strand.

1.18 License. The term License refers to any License issued pursuant to this Agreement and may, if the context requires, refer to Conduit Occupancy or Pole attachment Licenses issued by BellSouth prior to the date of this Agreement.

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1.19 Licensee. The term Licensee refers to a person or entity which has entered or may enter into an agreement or arrangement with BellSouth permitting such person or entity to place its Facilities in BellSouth's Conduit System or attach its Facilities to BellSouth's Poles or Anchors.

1.20 Make-Ready Work. The term Make-Ready Work refers to all work performed or to be performed to prepare BellSouth's Conduit Systems, Poles or Anchors and related Facilities for the requested occupancy or attachment of Licensee's Facilities. Make--Ready work includes, but is not limited to, clearing obstructions (e.g., by rodding Ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing Facilities on a Pole or in a Conduit System where such work is required solely to accommodate Licensee's Facilities and not to meet BellSouth's business needs or convenience. Make--Ready work may require "dig-ups" of existing Facilities and may include the repair, enlargement or modification of BellSouth's Facilities (including, but not limited to, Conduits, Ducts, Handholes and Manholes) or the performance of other work required to make a Pole, Anchor, Conduit or Duct usable for the initial placement of Licensee's Facilities.

1.21 Manhole. The term Manhole refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete Manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining Facilities in a Conduit.

1.22 Occupancy. The term Occupancy shall refer to the physical presence of telecommunication Facilities in a Duct, on a Pole, or within a Right of Way.

1.23 Person Acting on Licensee's Behalf. The terms Person Acting on Licensee's Behalf, personnel performing work on Licensee's behalf, and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on Licensee's Behalf, personnel performing work on Licensee's behalf, and similar terms specifically include, but are not limited to, Licensee, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Licensee and their respective officers, directors, employees, agents, and representatives.

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1.24 Person Acting on BellSouth's Behalf. The terms Person Acting on BellSouth's Behalf, personnel performing work on BellSouth's behalf, and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on BellSouth's Behalf, personnel performing work on BellSouth's behalf, and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.

1.25 Pole. The term Pole refers to both utility Poles and Anchors but only to those utility Poles and Anchors owned or controlled by BellSouth, and does not include utility Poles or Anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.

1.26 Pole Attachment Act. The terms Pole Attachment Act and Pole Attachment Act of 1978 refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.

1.27 Pre-License Survey. The term Pre-License Survey refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a Pole or in a Conduit or Conduit System (including Manholes and Handholes) to accommodate Licensee's Facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole, Conduit or Conduit System to accommodate Licensee's Facilities.

1.28 Right of Way (ROW). The term Right of Way/Rights of Way refer(s) to the right to use the land or other property of another party to place Poles, Conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

1.29 Sheath. The term Sheath refers to a single outer covering containing communications wires, fibers, or other communications media.

1.30 Spare Capacity. The term Spare Capacity refers to any Poles, Conduit, Duct or Inner-Duct not currently assigned or subject to a pending Application for attachment/occupancy. Spare Capacity does not include an Inner-Duct (not to exceed one Inner-Duct per party) reserved by BellSouth, Licensee, or a Third Party for maintenance, repair, or emergency restoration.

1.31 State. When capitalized, the term State (as used in terms such as this State) refers to the State of Georgia.

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1.32 Third Party. The terms Third Party and Third Parties refer to persons and entities other than Licensee and BellSouth. Use of the term Third Party does not signify that any such person or entity is a party to this Agreement or has any contractual rights hereunder.

2. SCOPE OF AGREEMENT

2.1 Undertaking of BellSouth. BellSouth shall provide Licensee with equal and nondiscriminatory access to Pole space, Conduits, Ducts, and Rights of Way on terms and conditions equal to those provided by BellSouth to itself or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of such Facilities to Licensee because of the potential or forecasted needs of itself or other parties.

2.2 Attachments and Occupancies Authorized by this Agreement. BellSouth shall issue one or more Licenses to Licensee authorizing Licensee to attach Facilities to BellSouth's owned or controlled Poles and to place Facilities within BellSouth's owned or controlled Conduits, Ducts or Rights of Way under the terms and conditions set forth in this Section and the Telecommunications Act of 1996.

2.2.1 Unless otherwise provided herein, authority to attach Facilities to BellSouth's owned or controlled Poles, to place Facilities within BellSouth's owned or controlled Conduits, Ducts or Rights of Way shall be granted only in individual Licenses granted under this Agreement and the placement or use of such Facilities shall be determined in accordance with such Licenses and procedures established in this Agreement.

2.2.2 Licensee agrees that its attachment of Facilities to BellSouth's owned or controlled Poles, occupancy of BellSouth's owned or controlled Conduits, Ducts or Rights of Way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such Licenses.

2.2.3 Licensee may not sublease or otherwise authorize any Third Party to use any part of the BellSouth Facilities licensed to Licensee under this Agreement, except that Licensee may lease its own Facilities to Third Parties, or allow affiliates to overlash cables to Licensee cables. Notwithstanding the above, upon notice to BellSouth, Licensee may permit Third Parties who have an agreement with BellSouth to overlash to existing Licensee attachments in accordance with the terms and conditions of such Third Party's agreement with BellSouth, and Licensee may lease dark fiber to a Third Party.

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2.3 Licenses. Subject to the terms and conditions set forth in this Agreement, BellSouth shall issue to Licensee one or more Licenses authorizing Licensee to place or attach Facilities in or to specified Poles, Conduits, Ducts or Rights of Way owned or controlled by BellSouth located within this state on a first come, first served basis. BellSouth may deny a License Application if BellSouth determines that the Pole, Conduit or Duct space specifically requested by Licensee is necessary to meet BellSouth's present needs, or is Licensed by BellSouth to another Licensee, or is otherwise unavailable based on engineering concerns. BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail the reasons for denying Licensee's request. BellSouth shall have the right to designate the particular Duct(s) to be occupied, the location and manner in which Licensee's Facilities will enter and exit BellSouth's Conduit System and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the Conduit System.

2.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Telecommunications Act of 1996 to afford Licensee access to and use of all associated Rights of Way to any sites where BellSouth's owned or controlled Poles, Manholes, Conduits, Ducts or other parts of BellSouth's owned or controlled Conduit Systems are located.

2.4.1 BellSouth shall provide Licensee with access to and use of such Rights of Way to the same extent and for the same purposes that BellSouth may access or use such Rights of Way, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove Facilities for which Pole attachment, Conduit Occupancy, or ROW use Licenses have been issued, provided that any agreement with a Third Party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.

2.4.2 Where BellSouth notifies Licensee that BellSouth's agreement with a Third Party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, upon Licensee's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Licensee. Licensee agrees to reimburse BellSouth for the reasonable and demonstrable Costs incurred by BellSouth in obtaining such rights for Licensee.

2.4.3 In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in 2.4.1 and BellSouth, despite its best efforts, is unable to secure such access and use rights for Licensee in accordance with 2.4.2, or, in the case where Licensee elects not to invoke its rights under 2.4.1 or 2.4.2, Licensee shall be responsible for obtaining such permission to access and use such Rights of Way. BellSouth shall cooperate with Licensee in obtaining such permission and shall not prevent or delay any Third Party assignment of ROW's to Licensee.

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2.4.4 Where BellSouth has any ownership or Rights of Way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to Licensee through a License or other attachment.

2.4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex to install Licensee equipment and Facilities; and

2.4.4.2 Ingress and egress to such space.

2.4.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Agreement nor any License granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private Rights of Way, and nothing contained in this Agreement or in any License granted hereunder shall be construed as conferring on one party any right to interfere with the other party's access to any such public or private Rights of Way.

2.5 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Agreement or in any License issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any Poles, Conduit or Ducts to or in which Licensee has attached or placed Facilities pursuant to Licenses issued under this Agreement provided however that BellSouth shall give Licensee reasonable advance written notice of such intent to convey.

2.6 No Effect on BellSouth's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

2.6.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own Facilities within BellSouth's Conduits, Ducts or rights-of way or any of BellSouth's Facilities attached to BellSouth's Poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

2.6.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their Facilities to or in BellSouth's Poles, Conduits or Ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with Licensee's Pole attachment, Conduit Occupancy or ROW use, rights provided by Licenses issued pursuant to this Agreement.

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2.7 No Effect on Licensee's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with Licensee's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own Facilities within BellSouth's Conduits, Ducts or Rights of Way or its Facilities attached to BellSouth's Poles at any time and in any reasonable manner which Licensee deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

2.7.2 To enter into new agreements or arrangements with other persons or entities permitting Licensee to attach or place its Facilities to or in such other persons' or entities' Poles, Conduits or Ducts, or Rights of Way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with Licensee's obligations under Licenses issued pursuant to this Agreement.

2.8 No Right to Interfere with Facilities of Others. The provisions of this Agreement or any License issued hereunder shall not be construed as authorizing either party to this Agreement to rearrange or interfere in any way with any of the other party's Facilities, with the Facilities of other persons or entities, or with the use of or access to such Facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Agreement or any License issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

2.8.1 Licensee acknowledges that the Facilities of persons or entities other than BellSouth and Licensee may be attached to or occupy BellSouth's Poles, Conduits, Ducts and Rights of Way.

2.8.2 BellSouth shall not attach, or give permission to any third parties to attach Facilities to, existing Licensee Facilities without Licensee's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to Licensee Facilities, BellSouth shall use its best efforts to rectify the situation as soon as practicable.

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2.8.3 With respect to Facilities occupied by Licensee or the subject of an Application for attachment by Licensee, BellSouth will give to Licensee 60 days' written notice for Conduit extensions or reinforcements, 60 days' written notice for Pole line extensions, 60 days' written notice for Pole replacements, and 60 days' written notice of BellSouth's intention to construct, reconstruct, expand or place such Facilities or of BellSouth's intention not to maintain or use any existing Facility. Where BellSouth elects to abandon or remove BellSouth Facilities, the Facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The party first electing to exercise this option will be required to execute the appropriate agreement with BellSouth to transfer (purchase agreement) ownership from BellSouth to new party, subject to then-existing licenses pertaining to such Facilities. If no party elects to maintain such Facilities, all parties will be required to remove their existing Facilities within ninety (90) days of written notice from BellSouth. If an emergency or provisions of an applicable joint use agreement require BellSouth to construct, reconstruct, expand or replace Poles, Conduits or Ducts occupied by Licensee or the subject of an Application for attachment by Licensee, BellSouth will notify Licensee as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Licensee, if it so desires, to request that a Pole, Conduit or Duct of greater height or capacity be utilized to accommodate an anticipated Facility need of Licensee.

2.8.4 Upon request and at Licensee's expense, BellSouth shall remove any retired cable from Conduit Systems to allow for the efficient use of Conduit space within a reasonable period of time. BellSouth retains salvage rights on any cable removed. It order to safeguard its structures and Facilities, BellSouth reserves the right to remove retired cables and is under no obligation to allow Licensee the right to remove such cables. Based on sound engineering judgement, there may be situations where it would neither be feasible nor practical to remove retired cables.

2.9 Assignment of Space. Assignment of space on Poles, in Conduits or Ducts and within ROW's will be made pursuant to Licenses granted by BellSouth on an equal basis to BellSouth, Licensee and other telecommunication service providers.

3. REQUIREMENTS AND SPECIFICATIONS

3.1 Published Standards Incorporated in this Section by Reference. Licensee agrees that its Facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Section :

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3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Telcordia Technologies, f/k/a Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";

3.1.2 The National Electrical Code (NEC); and

3.1.3 The National Electrical Safety Code (NESC).

3.2 Changes in Published Standards. Licensee agrees to rearrange its Facilities in accordance with changes in the standards published in the publications specified in Article 3.1 of this Agreement if required by law to do so or upon the mutual agreement of the parties.

3.3 Additional Electrical Design Specifications. Licensee agrees that, in addition to specifications and requirements referred to in Article 3.1 above, Licensee's Facilities placed in BellSouth's Conduit System shall meet all of the following electrical design specifications:

3.3.1 No Facility shall be placed in BellSouth's Conduit System in violation of FCC regulations.

3.3.2 Licensee's Facilities placed in BellSouth's Conduit System shall not be designed to use the earth as the sole conductor for any part of Licensee's circuits.

3.3.3 Licensee's Facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded Sheath or shield.

3.3.4 No coaxial cable of Licensee shall occupy a Conduit System containing BellSouth's cable unless such cable of Licensee meets the voltage limitations of Article 820 of the National Electrical Code.

3.3.5 Licensee's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal Sheaths or shields and a suitable insulating jacket over the outer Sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer Sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

3.3.6 Neither party shall circumvent the other party's corrosion mitigation measures. Each party's new Facilities shall be compatible with the other party's Facilities so as not to damage any Facilities of the other party by corrosion or other chemical reaction.

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3.4 Additional Physical Design Specifications. Licensee's Facilities placed in BellSouth's Conduit System must meet all of the following physical design specifications:

3.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's Conduit or Ducts.

3.4.2 The integrity of BellSouth's Conduit System and overall safety of BellSouth's personnel and other personnel working in BellSouth's Conduit System requires that "dielectric cable" be required when Licensee's cable Facility utilizes an alternative Duct or route that is shared in the same trench by any current carrying Facility of a power utility.

3.4.3 New construction splices in Licensee's fiber optic and twisted pair cables shall be located in Manholes, pull boxes or Handholes.

3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of Licensee's Conduit to BellSouth's Conduit System:

3.5.1 Licensee will be permitted to connect its Conduit or Duct only at the point of a BellSouth Manhole. No attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install Licensee Facilities will be performed by Licensee or its contractor at Licensee's expense. In no event shall Licensee or its contractor "core bore" or make any other modification to BellSouth Manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.

3.5.2 BellSouth may monitor, at Licensee's expense, the entrance and exit of Licensee's Facilities into BellSouth's Manholes and the placement of Licensee's Facilities in BellSouth's Manholes.

3.5.3 If Licensee constructs or utilizes a Duct connected to BellSouth's Manhole, the Duct and all connections between that Duct and BellSouth's Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's Conduit System. If Licensee's Duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's Conduit System.

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3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant Licensee access to BellSouth's Conduit Systems may be performed by BellSouth at Licensee's expense at charges which represent BellSouth's actual Costs. Alternatively (at Licensee's option) such work may be performed by a contractor who demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with F.C.C. rules. The parties acknowledge that Licensee, its contractors, and other persons acting on Licensee's behalf will perform work for Licensee (e.g., splicing Licensee's Facilities) within BellSouth's Conduit System. Licensee represents and warrants that neither Licensee nor any Person Acting on Licensee's Behalf shall permit any person to climb or work on or in any of BellSouth's Poles or to enter BellSouth's Manholes or work within BellSouth's Conduit System unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Pole or the Conduit Systems and to perform the work safely.

3.6.1 Licensee's Facilities within BellSouth's Conduit System shall be constructed, placed, rearranged, modified, and removed upon receipt of License specified in 5.1. However, no such License will be required for the inspection, maintenance, repair or non-physical modifications of Licensee's Facilities.

3.6.2 Rodding or clearing of Ducts in BellSouth's Conduit System shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld by BellSouth. The parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Licensee may contract with BellSouth for performance of such work or (at Licensee's option) with a contractor who demonstrates compliance with BellSouth certification requirements.

3.6.3 Personnel performing work on BellSouth's or Licensee's behalf in BellSouth's Conduit System shall not climb on, step on, or otherwise disturb the other party's or any Third Party's cables, air pipes, equipment, or other Facilities located in any Manhole or other part of BellSouth's Conduit System.

3.6.4 Personnel performing work on BellSouth's or Licensee's behalf within BellSouth's Conduit System (including any Manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable Sheathing and other materials brought by them to the work site.

3.6.5 All of Licensee's Facilities shall be firmly secured and supported in accordance with BellCore and industry standards.

3.6.6 Identification of Facilities in Conduit/Manholes. Licensee's Facilities shall be plainly identified with Licensee's name in each Manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own Facilities.

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3.6.6.1 Identification of Pole Attachments. Licensee's Facilities attached to BellSouth Poles shall be plainly identified with Licensee's name firmly affixed at each Pole by a permanent tag that meet industry standards.

3.6.7 Manhole pumping and purging required in order to allow Licensee's work operations to proceed shall be performed by a vendor approved by BellSouth in compliance with BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures," and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.

3.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.

3.6.9 Any leak detection liquid or device used by Licensee or personnel performing work on Licensee's Facilities within BellSouth's Conduit System shall be of a type approved by BellSouth or BellCore.

3.6.10 When Licensee or personnel performing work on Licensee's behalf are working within or in the vicinity of any part of BellSouth's Poles or Conduit System which is located within, under, over, or adjacent to streets, highways, alleys or other traveled Rights of Way, Licensee and all personnel performing work on Licensee's behalf shall follow procedures which Licensee deems appropriate for the protection of persons and property. Licensee shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Licensee will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. BellSouth shall have no responsibility for the safety of personnel performing work on Licensee's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend Licensee's activities on, in or in the vicinity of BellSouth's Poles or Conduit System if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Licensee or any personnel performing work on Licensee's behalf, which suspension shall cease when the condition has been rectified.

3.6.11 Except for protective screens, no temporary cover shall be placed by Licensee or personnel performing work on Licensee's behalf over an open Manhole unless it is at least four feet above the surface level of the Manhole opening.

3.6.12 Smoking or the use of any open flame is prohibited in BellSouth's Manholes, in any other portion of BellSouth's Conduit System, or within 10 feet of any open Manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.

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3.6.13 Artificial lighting, when required, will be provided by Licensee. Only explosion-proof lighting fixtures shall be used.

3.6.14 Neither Licensee nor personnel performing work on Licensee's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's Conduit System (including any Manhole) during work operations performed within or in the vicinity of BellSouth's Conduit System.

3.6.15 Licensee will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's Manholes, in any other portions of BellSouth's Conduit System, or within 10 feet of any open Manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.

3.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's Manholes and the authority of BellSouth personnel present when work on Licensee's behalf is being performed within or in the vicinity of BellSouth's Conduit System.

3.7.1 BellSouth's Manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.

3.7.2 Licensee shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's Manholes.

3.7.3 Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes for Conduit work operations therein.

3.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve Licensee or personnel performing work on Licensee's behalf of their responsibility to conduct all work operations within BellSouth's Conduit System in a safe and workmanlike manner.

3.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site, BellSouth's employee or agent shall have the authority to suspend Licensee's work operations within BellSouth's Conduit System if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Licensee or personnel performing work on Licensee's behalf.

3.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. Licensee agrees that:

3.8.1 Its Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;

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3.8.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's Poles or Conduit System, comply with OSHA and all rules and regulations thereunder;

3.8.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and

3.8.4 Licensee (and any Person Acting on Licensee's Behalf) may report unsafe conditions on, in or in the vicinity of BellSouth's Poles or Conduit System to BellSouth.

3.9 Compliance with Environmental Laws and Regulations. Licensee acknowledges that, from time to time, environmental contaminants may enter BellSouth's Conduit System and accumulate in Manholes or other Conduit Facilities and that certain Conduits (transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a Conduit for which Licensee has applied for or holds a License, BellSouth will promptly notify Licensee of such fact.

Notwithstanding any of BellSouth's notification requirements in this Attachment, Licensee acknowledges that some of BellSouth's Conduit is fabricated from asbestos-containing materials. Such Conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." Until proven otherwise, Licensee will presume that all Conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to Licensee or personnel performing work on Licensee's behalf that BellSouth's Conduit System or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its Conduit Facilities. Licensee agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

3.9.1 Licensee's Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 et. seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251 et. seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).

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3.9.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's Poles or Conduit System, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

3.9.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section. BellSouth will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by BellSouth pursuant to this section will be provided in a timely manner.

3.9.4 Licensee and all personnel performing work on Licensee's behalf shall comply with such standards and practices as BellSouth and Licensee may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither Licensee nor BellSouth nor personnel performing work on either party's behalf shall discharge water or any other substance from any BellSouth Manhole or other Conduit Facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on BellSouth premises for storage or disposal.

3.10 Compliance with Other Governmental Requirements. Licensee agrees that its Facilities attached to BellSouth's Facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Licensee shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Licensee shall establish appropriate procedures and controls to assure such compliance by all persons acting on Licensee's behalf, including but not limited to, Licensee's employees, agents, contractors, and subcontractors.

3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Article 3, the most stringent standard or specification shall apply.

3.12 Licensee Solely Responsible for the Condition of Its Facilities. Licensee shall be responsible at all times for the condition of its Facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, BellSouth shall have no duty to Licensee to inspect or monitor the condition of Licensee's Facilities (including but not limited to splices and other Facilities connections) located within BellSouth's Conduit and Ducts or any attachment of Licensee's Facilities to BellSouth's Poles, Anchors, Anchor/Guy Strands or other Pole Facilities. BellSouth may, however, conduct such inspections and audits of its Poles and Conduit System as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Licensee violation of the requirements of this Agreement; and (2) inspection of Licensee Facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the Cost shall be borne by Licensee. Either party may audit the other party's compliance with the terms of this Section. Observed safety hazards or imminent Facility failure conditions of another party shall be reported to the affected party where such party can be readily identified.

3.13 Efficient use of Conduit. BellSouth will install Inner-Ducts to increase Duct space in existing Conduit as Facilities permit. The full complement of Inner-Ducts will be installed which can be accommodated under sound engineering principles. The number of Inner-Ducts which can reasonably be installed will be determined by BellSouth.

4. ADDITIONAL LEGAL REQUIREMENTS

4.1 Third Party Property Owners. Licenses granted under this Section authorize Licensee to place Facilities in, or attach Facilities to, Poles, Conduits and Ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.

4.1.1 Licensee agrees that neither Licensee nor any persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's Poles or Conduit System, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Licensee's Facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Licensee's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

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4.2 Required Permits, Certificates and Licenses. Licensee shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its Facilities on public or private property.

4.2.1 Licensee shall not attach or place its Facilities to or in BellSouth's Poles, Conduit or Duct located on any property for which it or BellSouth has not first obtained all required authorizations.

4.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay BellSouth's Pre-License Survey work.

4.3 Lawful Purposes. All Facilities placed by Licensee in BellSouth's Conduit and Ducts or on BellSouth's Poles, Anchors or Anchor/Guy Strands must serve a lawful purpose and the uses made of Licensee's Facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, Licensee shall not utilize any Facilities occupying or attached to BellSouth's Conduits, Ducts or Poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

5. FACILITIES AND LICENSES

5.1 Licenses Required. Before placing any Facilities in BellSouth's Conduits or Ducts or attaching any Facilities to BellSouth's Poles, Anchors or Anchor/Guy Strands, Licensee must first apply for and receive a written License from BellSouth.

5.2 Provision of Records and Information to Licensee. In order to obtain information regarding Facilities, Licensee shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which Facilities are required, the types and quantities of the required Facilities and the required in-service date. In response to such request, BellSouth shall provide Licensee with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of BellSouth Poles, Conduit and right-of-way located within the geographic area specified by Licensee. Provision of information under the terms of this section shall include the right of Licensee employees or agents to inspect and copy engineering records or drawings which pertain to those Facilities within the geographic area identified in Licensee's request. Such inspection and copying shall be done at a time and place listed in Appendix II of this agreement.. The Costs of producing and mailing copies of records, which are to be paid by Licensee, are on an individual case basis. The components which make up the total Costs are actual:

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1) BellSouth employee Costs based on the time spent researching, reviewing and copying records
2) Copying Costs
3) Shipping Costs

5.3 No Warranty of Record Information. Licensee acknowledges that records and information provided by BellSouth pursuant to paragraph 5.2 may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant Facilities and Right of Way. In providing such records and information, BellSouth assumes no liability to Licensee or any Third Party for errors/omissions contained therein.

5.4 Determination of Availability. BellSouth shall provide Pole, Conduit and right-of-way availability information in response to a request from Licensee which identifies with reasonable specificity the Facilities for which such information is desired. Licensee may elect to be present at any field based survey of Facilities identified pursuant to this paragraph and BellSouth shall provide Licensee at least forty-eight (48) hours notice prior to initiating such field survey. Licensee employees or agents shall be permitted to enter BellSouth Manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to BellSouth, with a BellSouth representative present and at Licensee's expense.

5.5 Assignment of Conduit, Duct and Pole Space. BellSouth shall not unreasonably deny or delay issuance of any License and, in any event, BellSouth shall issue such License as follows: (a) after the determination has been made that Make-Ready Work is not required, or (b) completion of Make-Ready Work.

5.5.1 No Make-Ready Work Required. If BellSouth determines that no Make-Ready Work is required, BellSouth shall approve Applications for Pole attachment and Conduit Occupancy Licenses and issue such Licenses within twenty (20) business days after the determination has been made that no Make-Ready Work is required, but in no event later than 45 days after BellSouth receives Licensee's Application, which period shall exclude any time BellSouth is awaiting a response from Licensee.

5.5.2 Make-Ready Work Required. If Make-Ready Work is to be performed by BellSouth, such available space shall remain in effect until make-ready costs are presented to Licensee and approval by Licensee pursuant to the time frames herein stated in 6.2. If Licensee approves BellSouth's make-ready costs, Licensee shall have twelve (12) months from the date of Application approval to install its Facilities.

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If Licensee rejects BellSouth's costs for Make-Ready Work, but then elects to perform the Make-Ready Work itself or through a contractor or if Licensee elects from the time of Application to perform the Make-Ready Work itself or through a contractor, Licensee shall install its Facilities within twelve (12) months from the date that Licensee informs BellSouth that Licensee will perform Make-Ready Work. In the event Licensee does not install its Facilities within the time frames set out in this Section 5.5, the assignment shall be void and such space shall become available.

6. MAKE-READY WORK

6.1 Work Performed by BellSouth. If performed by BellSouth, Make-Ready Work to accommodate Licensee's Facilities shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant Poles or Conduit Systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.

6.1.1 If Licensee desires Make-Ready Work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges.

6.2 All charges for Make-Ready Work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. BellSouth will begin Make-Ready Work required to accommodate Licensee after receipt of Licensee's make-ready payment.

6.3 Work Performed by Certified Contractor. In lieu of obtaining performance of Make-Ready Work by BellSouth, Licensee at its option may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its Facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor. Notwithstanding any other provisions of this Section, Licensee may not employ a contractor to accomplish Make-Ready Work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement or collective bargaining agreement. In accordance with section 3.6.7, all Manhole pumping and purging shall be performed by a vendor approved by BellSouth.

6.4 Completion of Make-Ready Work. BellSouth will issue a License to Licensee at the time all Make-Ready Work necessary to Licensee's attachment or occupancy has been completed.

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7. APPLICATION FORM AND FEES

7.1 Application Process. To apply for a License under this Attachment, Licensee shall submit the appropriate BellSouth administrative form(s), per Exhibit 2, (two (2) sets of each and either a route map specifically indicating Licensee desired route or engineered drawings are to be included). Licensee has the option of (1) requesting copies of BellSouth records only, (2) requesting a records and/or field survey to determine availability, and/or (3) requesting a make-ready estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for attachment, Make-Ready Work must be complete or a records or field survey has determined that Make-Ready Work is not required. Licensee shall submit with Licensee's License Application a proposed or estimated construction schedule as set forth below in Section 10. BellSouth will process License Applications in the order in which they are received; provided, however, that when Licensee has multiple Applications on file with BellSouth, Licensee may designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such applications

BellSouth will process License Applications in the order in which they are received; provided, however, that when Licensee has multiple Applications on file with BellSouth, Licensee may designate its desired priority of completion of pre-licenses and Make-Ready Work with respect to all such Applications.

7.1.1 Each Application for a License under this Section shall specify the proposed route of Licensee's Facilities and identify the Conduits and Ducts or Poles and Pole Facilities along the proposed route in which Licensee desires to place or attach its Facilities, and describe the physical size, weight and jacket material of the cable which Licensee desires to place in each Conduit or Duct or the number and type of cables, apparatus enclosures and other Facilities which Licensee desires to attach to each Pole.

7.1.2 Each Application for a License under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in 10.1 of this Agreement, and an indication of whether Licensee will, at its option, perform its own Make-Ready Work.

7.2 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. Licensee may include multiple cables in a single License Application and multiple services (e.g., CATV and non-CATV services) may be provided by Licensee in the same cable Sheath. Licensee's Lashing additional cable to existing Facilities and placing additional cables in Conduits or Ducts already occupied by Licensee's Facilities shall be permitted, and no additional fees will be applied; provided, however, that if Licensee desires to lash additional cable to existing Facilities of a Third Party, Licensee shall provide BellSouth with reasonable notice, and shall obtain written permission from the owner of the existing Facilities. If BellSouth determines that the requested Lashing would violate safety or engineering requirements, BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail BellSouth's findings. If Licensee desires to place additional cables in Conduits or Ducts which are already occupied, or to replace existing Facilities with new Facilities substantially different from those described in Licenses in effect, Licensee must apply for and acquire a new License specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's Conduits and Ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other Facilities to be attached to BellSouth Poles.

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7.3 Each party hereby designates the employees named below as their single point of contact for any and all purposes of this Section, including, but not limited to, processing Licenses and Applications and providing records and information. Each party may at any time designate a new point of contact by giving written notice of such change.

	Notices	Billing Address
To Licensee as follows:		
Contact		
Title		
Company		
Address		
Address		
City, State, and Zip Code		
Telephone		
Facsimile		
with a copy to:		
and to Licensor as follows:		
Contact	Arthur B. Williams	
Title	Manager	
Company	BellSouth Telecommunications, Inc.	
Address	North W3D2	
Address	3535 Colonnade Parkway	
City, State, and Zip Code	Birmingham, AL 35243	
Telephone	(205) 977-5068	
Facsimile	(205) 977-7997	

8. PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)

8.1 Licensee's Priorities. When Licensee has multiple Applications on file with BellSouth, Licensee shall designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such Applications.

8.2 Prelicense Survey. After Licensee has submitted its written Application for a License, a Pre-License Survey (including a field inspection) will be performed by either party, in the company of a representative of the other party as mutually agreed, to determine whether BellSouth's Poles, Anchors and Anchor/Guy Strands, or Conduit System, in their present condition, can accommodate Licensee's Facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the Pole, Anchor or Anchor/Guy Strand or any portion of BellSouth's Conduit System or Facilities attached to BellSouth's Pole or placed within or connected to BellSouth's Conduit System. If Pre-License Survey is to be conducted by BellSouth, BellSouth will provide Licensee a Cost, based on its review of Licensee's Application request, to perform the Pre-License Survey. BellSouth will submit to Licensee Costs to complete the Pre-License Survey; after receipt of Licensee's payment of Pre-License Survey Costs, BellSouth will schedule the survey. If Licensee gives its prior written consent in writing, the determination of Duct availability may include the rodding of Ducts at Licensee's expense.

8.2.1 The purpose of the Pre-License Survey is to determine whether Licensee's proposed attachments to BellSouth's Poles or occupancy of BellSouth's Conduit and Ducts will substantially interfere with use of BellSouth's Facilities by BellSouth and others with Facilities occupying, connected or attached to BellSouth's Pole or Conduit System; and to provide information to Licensee for its determination of whether the Pole, Anchor, Anchor/Guy Strand, Conduit, Duct, or Right-of-Way is suitable for its use.

8.2.2 Based on information provided by BellSouth, Licensee shall determine whether BellSouth's Pole, Anchor, Anchor/Guy Strand, Conduit and Duct Facilities are suitable to meet Licensee's needs.

8.2.3 BellSouth may not unreasonably refuse to continue to process an Application based on BellSouth's determination that Licensee's proposed use of BellSouth's Facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. Licensee shall be responsible for making its own, independent determination that its use of such Facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. Licensee acknowledges that BellSouth is not explicitly or implicitly warranting to Licensee that Licensee's proposed use of BellSouth's Facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

8.3 Administrative Processing. The administrative processing portion of the Pre-License Survey (which includes without limitation processing the Application, preparing Make-Ready Work orders, notifying Joint Users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other Licensed Facilities) will be performed by BellSouth at Licensee's expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of Facilities used for the transmission or distribution of electric power.

9. ISSUANCE OF LICENSES

9.1 Obligation to Issue Licenses. BellSouth shall issue a License to Licensee pursuant to this Article 5.1. BellSouth and Licensee acknowledge that each Application for a License shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent Pole attachment rights or Conduit or Duct access rights which Licensee may have under the provisions of any applicable federal or state laws or regulations governing access to BellSouth's Poles, Conduits and Ducts, to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each License issued hereunder shall be for an indefinite term, subject to Licensee's compliance with the provisions applicable to such License and further subject to Licensee's right to terminate such License at any time for any reason upon at least thirty (30) days' prior written notice.

9.1.1 Issuance of Licenses When No Make-Ready Work is Required Moved to 5.5.1.

9.2 Multiple Applications. Licensee acknowledges that multiple parties including BellSouth may seek to place their Facilities in BellSouth's Conduit and Ducts or make attachments to Poles at or about the same time, that the Make-Ready Work required to prepare BellSouth's Facilities to accommodate multiple applicants may differ from the Make-Ready Work required to accommodate a single applicant, that issues relating to the proper apportionment of Costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple Applications for permission to place Facilities in/on the same Pole, Conduit, Duct, or right-of-way.

9.2.1 All Applications will be processed on a first-come, first-served basis.

9.3 Agreement to Pay for All Make-Ready Work Completed. Licensee's submission of written authorization for Make-Ready Work shall also constitute Licensee's agreement to pay additional cost-based charges, if any, for completed Make-Ready Work.

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9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Licensee shall make arrangements with the owners of other Facilities located in or connected to BellSouth's Conduit System or attached to BellSouth's Poles, Anchors or Anchor/Guy Strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their Facilities to accommodate the placement or attachment of Licensee's Facilities in or to BellSouth's structures.

9.5 Make-Ready Work on an Expedited Basis. If Licensee is willing to authorize BellSouth to perform Make-Ready Work on an expedited basis, and if BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges, if any. All charges for Make-Ready Work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. After receipt of payment, BellSouth will schedule the work for completion.

9.6 License. When Licensee's Application for a Pole attachment or Conduit Occupancy License is approved, and all required Make-Ready Work completed, BellSouth will execute and return a signed authorization to Licensee, as appropriate, authorizing Licensee to attach or place the specified Facilities on BellSouth's Poles or in BellSouth's Conduit or Ducts.

9.6.1 Each License issued under this Section shall authorize Licensee to attach to BellSouth's Poles or place or maintain in BellSouth's Conduit or Ducts only those Facilities specifically described in the License, and no others.

9.6.2 Except as expressly stated to the contrary in individual Licenses issued hereunder, each License issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.

10. CONSTRUCTION OF LICENSEE'S FACILITIES

10.1 Construction Schedule. Licensee shall submit with Licensee's License Application a proposed or estimated construction schedule. Promptly after the issuance of a License permitting Licensee to attach Facilities to BellSouth's Poles or place Facilities in BellSouth's Conduit or Ducts, Licensee shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Section shall include, at a minimum, the following information:

10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the Facilities;

10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;

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10.1.3 The estimated dates when construction will begin and end; and

10.1.4 The approximate dates when Licensee or persons acting on Licensee's behalf will be performing construction work in connection with the placement of Licensee's Facilities in BellSouth's Conduit or Ducts.

10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before Licensee places Facilities in BellSouth's Conduit System:

10.2.1 Licensee shall give written notice of the type of Facilities which are to be placed; and

10.2.2 BellSouth shall designate the particular Duct or Ducts or inner ducts (if Available) to be occupied by Licensee's Facilities, the location and manner in which Licensee's Facilities will enter and exit BellSouth's Conduit System, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the Conduit System. Licensee may not occupy a Duct other than the specified Duct without the express written consent of BellSouth. BellSouth shall provide to Licensee space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

10.3 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation to construct any Facilities for Licensee or to attach Licensee's Facilities to, or place Licensee's Facilities in, BellSouth's Poles or Conduit System, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any License issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.

10.4 Licensee Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by Licensee and BellSouth, Licensee shall be responsible for constructing its own Facilities and attaching those Facilities to, or placing them in BellSouth's Poles, Conduit or Ducts at Licensee's sole Cost and expense. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Licensee's Facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's Pole, in any part of BellSouth's Conduit System or in the vicinity of BellSouth's Poles or Conduit System.

10.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. Licensee shall construct its Facilities in accordance with the provisions of this Section and all Licenses issued hereunder.

10.5.1 Licensee shall construct, attach and place its Facilities in compliance with all Requirements and Specifications set forth above in this Agreement.

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10.5.2 Licensee shall satisfy all Legal Requirements set forth above in this Agreement.

10.5.3 Licensee shall not permit any Person Acting on Licensee's Behalf to perform any work on BellSouth's Poles or within BellSouth's Conduit System without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the Pole or Conduit System is suitable for the work to be performed. If Licensee or any person working on Licensee's behalf determines that the condition of the Pole or Conduit System is not suitable for the work to be performed, Licensee shall notify BellSouth of the condition of the Pole or Conduit System in question and shall not proceed with construction activities until Licensee is satisfied that the work can be safely performed.

10.6 Construction Notices. If requested to do so, Licensee shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.

10.7 Points for Attachment. BellSouth shall specify, using the same selection criteria it uses for its own operating company, the point of attachment of each Pole or Anchor to be occupied by Licensee's Facilities. When the Facilities of more than one applicant are involved, BellSouth will attempt, to the extent practicable, to designate the same relative position on each Pole or Anchor for each applicant's Facilities.

10.8 Manhole and Conduit Break-Outs. Licensee shall be permitted to add Conduit ports to BellSouth Manholes when existing Conduits do not provide the pathway connectivity needed by Licensee; provided the structural integrity of the Manhole is maintained, and sound engineering judgment is employed.

10.9 Completion of Licensee Construction. For each Licensee attachment to or occupancy within BellSouth Facilities, Licensee will provide to BellSouth's single-point of contact (within 20 days of Licensee construction-complete date) a complete set of actual placement drawings for posting to BellSouth records.

11. USE AND ROUTINE MAINTENANCE OF LICENSEE'S FACILITIES

11.1 Use of Licensee's Facilities. Each License granted under this Section authorizes Licensee to have access to Licensee's Facilities on or in BellSouth's Poles, Conduits and Ducts as needed for the purpose of serving Licensee's customers, including, but not limited to, powering electronics, monitoring Facilities, or transporting signaling.

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11.2 Routine Maintenance of Licensee's Facilities. Each License granted under this Section authorizes Licensee to engage in routine maintenance of Licensee's Facilities located on or in BellSouth's Poles, Conduits, Ducts and ROW pursuant to such License. Licensee shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. Licensee shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's Conduit System.

11.3 Licensee Responsible for Maintenance of Licensee's Facilities. Licensee shall maintain its Facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth above in this Agreement) and all Licenses issued hereunder. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Licensee's Facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's Poles, within BellSouth's Conduit System or in the immediate vicinity of such Poles or Conduit System.

11.4 BellSouth Not Responsible for Maintaining Licensee's Facilities. BellSouth shall have no obligation to maintain any Facilities which Licensee has attached or connected to, or placed in, BellSouth's Poles, Conduits, Ducts or any portion of BellSouth's Conduit System, except to the extent expressly provided by the provisions of this Section or any License issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

11.5 Information Concerning the Maintenance of Licensee's Facilities. Promptly after the issuance of a License permitting Licensee to attach Facilities to, or place Facilities in BellSouth's Poles, Conduits or Ducts, Licensee shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Licensee's Facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of Licensee's Facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on Licensee's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of Licensee's Facilities as reasonably necessary to demonstrate that Licensee and all persons acting on Licensee's behalf are complying with the requirements of this Section and Licenses issued hereunder.

11.6 Identification of Personnel Authorized to Have Access to Licensee's Facilities. All personnel authorized to have access to Licensee's Facilities shall, while working on BellSouth's Poles, in its Conduit System or Ducts or in the vicinity of such Poles, Ducts or Conduit Systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

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12. MODIFICATION AND REPLACEMENT OF LICENSEE'S FACILITIES

12.1 Notification of Planned Modification or Replacement of Facilities. Licensee shall, when practicable, notify BellSouth in writing at least 60 days before adding to, relocating, replacing or otherwise modifying its Facilities attached to a BellSouth Pole, Anchor or Anchor/Guy Strand or located in any BellSouth Conduit or Duct. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed addition, relocation, replacement, or modification is permitted under Licensee's present License or requires a new or amended License.

12.2 New or Amended License Required. A new or amended License will be required if the proposed addition, relocation, replacement, or modification:

12.2.1 Requires that Licensee use additional space on BellSouth's Poles or in its Conduits or Ducts (including but not limited to any additional Ducts, inner ducts, or substantial space in any Handhole or Manhole) on either a temporary or permanent basis; or

12.2.2 Results in the size or location of Licensee's Facilities on BellSouth's Poles or in its Conduit or Ducts being appreciably different from those described and authorized in Licensee's present License (e.g. different Duct or size increase causing a need to re-calculate storm loadings, guying, or Pole class).

13. REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER

13.1 Make-Ready Work at the Request of Licensee. If, prior to the issuance of a License, Licensee determines that any Pole, Anchor, Anchor/Guy Strand, Conduit or Duct is inadequate to accommodate Licensee's proposed Pole attachment or Conduit Occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing Facilities or structures to accommodate Licensee, Licensee shall promptly advise BellSouth of the Make-Ready Work it believes necessary to enable the accommodation of Licensee's Facilities.

13.1.1 BellSouth shall determine, in the exercise of sound engineering judgment, whether or not Make-Ready Work is necessary or possible. In determining whether Make-Ready Work is necessary or what Make-Ready Work is necessary, BellSouth shall endeavor to minimize its Costs to Licensee. If it is determined that such Make-Ready Work is required, BellSouth shall provide Licensee with the estimated Costs for Make-Ready Work and a Make Ready Due Date.

13.1.2 Licensee shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' Facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other Licensees as well as Licensee, shall be solely responsible for paying all charges attributable to the rearrangement of such Facilities; provided, however, that if Facilities rearrangements require new Licenses from BellSouth, BellSouth shall issue such Licenses in conjunction with the issuance of the applied-for License to Licensee.

13.2 Rearrangement of Licensee's Facilities at BellSouth's Request. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or authorized Application of another entity seeking access to BellSouth's Poles or Conduit Systems. Licensee agrees that Licensee will, upon BellSouth's request, and at BellSouth's expense, but at no Cost to Licensee, participate with BellSouth (and other Licensees) in the relocation, reconstruction, or modification of BellSouth's Conduit System or Facilities rearrangement. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. Licensee shall, upon BellSouth's request, participate with BellSouth (and other Licensees) in the relocation, reconstruction, or modification of BellSouth's Conduit System or Facilities rearrangement and pay its proportionate share of any Costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.

13.2.1 Licensee shall make all rearrangements of its Facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or Facility-based service denial to a Licensee customer.

13.2.2 If Licensee fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to Licensee, and Licensee shall reimburse BellSouth for actual Costs and expenses incurred by BellSouth in connection with the rearrangement of Licensee's Facilities; provided, however, that nothing contained in this Section or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than Licensee; and provided further, however, that Licensee shall have no responsibility for rearrangement Costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs.

14. EMERGENCY REPAIRS AND POLE REPLACEMENTS

14.1 Licensee Responsible for Emergency Repairs to its Own Facilities. In general, Licensee shall be responsible for making emergency repairs to its own Facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to Licensee's Facilities.

15. INSPECTION BY BELLSOUTH OF LICENSEE'S FACILITIES

15.1 BellSouth's Right to Make Periodic or Spot Inspections. BellSouth shall have the right to make periodic or spot inspections at any time of any part of Licensee's Facilities attached to BellSouth's Poles, Anchors or Anchor/Guy Strands or occupying any BellSouth Conduit or Duct for the limited purpose of determining whether Licensee's Facilities are in compliance with the terms of this Section and Licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).

15.1.1 BellSouth will give Licensee advance written notice of such inspections, and Licensee shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to Licensee.

15.1.2 Such inspections shall be conducted at BellSouth's expense; provided, however, that Licensee shall bear the Cost of inspections as delineated in 3.12.

15.2 No Duty to Licensee. Neither the act of inspection by BellSouth of Licensee's Facilities nor any failure to inspect such Facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations or liability under this Section or otherwise existing.

16. NOTICE OF NONCOMPLIANCE

16.1 Notice of Noncompliance. If, at any time, BellSouth determines that Licensee's Facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, BellSouth may send written notice to Licensee specifying the alleged noncompliance. Licensee agrees to acknowledge receipt of the notice as soon as practicable. If Licensee does not dispute BellSouth's assertion that such Facilities are not in compliance, Licensee agrees to provide BellSouth with a schedule for bringing such Facilities into compliance, to bring the Facilities into compliance within a reasonable time, and to notify BellSouth in writing when the Facilities have been brought into compliance.

16.2 Disputes over Alleged Noncompliance. If Licensee disputes BellSouth's assertion that Licensee's Facilities are not in compliance, Licensee shall notify BellSouth in writing of the basis for Licensee's assertion that its Facilities are in compliance.

16.3 Failure to Bring Facilities into Compliance. If Licensee has not brought the Facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the Facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's Facilities or those of other users, BellSouth may, at its option and Licensee's expense, take such non-service affecting steps as may be required to bring Licensee's Facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.

16.4 Correction of Conditions by BellSouth. If BellSouth elects to bring Licensee's Facilities into compliance, the provisions of this Section shall apply.

16.4.1 BellSouth will, whenever practicable, notify Licensee in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.

16.4.2 If Licensee's Facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth Manhole, BellSouth may, at Licensee's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach Licensee's Facilities, BellSouth shall endeavor to arrange with Licensee for the reattachment of any Facilities affected.

16.4.3 BellSouth shall, as soon as practicable after performing the work, advise Licensee in writing of the work performed or action taken. Upon receiving such notice, Licensee shall inspect the Facilities and take such steps as Licensee may deem necessary to insure that the Facilities meet Licensee's performance requirements.

16.5 Licensee to Bear Expenses. Licensee shall bear all expenses arising out of or in connection with any work performed to bring Licensee's Facilities into compliance with this Section; provided, however that nothing contained in this Section or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

17. UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BELLSOUTH'S FACILITIES

17.1 Licensing or Removal of Unauthorized Attachments. If any of Licensee's attachments shall be found attached to Pole(s) or occupying Conduit Systems for which no License is outstanding, BellSouth, without prejudice to its other rights or remedies under this Agreement, including termination of Licenses, may impose a charge and require Licensee to submit in writing, within thirty (30) days after receipt of written notification from BellSouth of the unauthorized attachment or Conduit Occupancy, a Pole attachment or Conduit Occupancy License Application. If such Application is not received by BellSouth within the specified time period, Licensee may be required at BellSouth's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required Application, or BellSouth may at BellSouth's option remove Licensee's Facilities without liability, and the expense of such removal shall be borne by Licensee. Charges for any such unauthorized occupancy shall be equal to the applicable License fees and charges which would have been payable from and after the date such Facilities were first placed on BellSouth's Poles or in BellSouth's Conduit System, if Licensee provides reasonable documentation of such placement. If Licensee is unable to provide such reasonable documentation, then Licensee will pay two years worth of the applicable charges.

17.1.1 Nothing contained in the Agreement or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

17.2 Prompt Payment of Applicable Fees and Charges. Fees and charges for Pole attachments and Conduit System occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not Licensee is permitted to continue the Pole attachment or Conduit Occupancy. See Appendix I for applicable annual rental fees.

17.3 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any License should be subsequently issued, said License shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

18. REMOVAL OF LICENSEE'S FACILITIES

18.1 Pole Attachments. Licensee, at its expense, will remove its attachments from any of BellSouth's Poles within thirty (30) days after termination of the License covering such attachments. If Licensee fails to remove its attachments within such thirty (30) day period, BellSouth shall have the right to remove such attachments at Licensee's expense and without any liability on the part of BellSouth for damage or injury to Licensee's attachments unless caused by the negligence or intentional misconduct of BellSouth.

18.2 Conduit Occupancy. Licensee, at its expense, will remove its communications Facilities from a Conduit System within sixty (60) days after:

18.2.1 Termination of the License covering such Conduit Occupancy; or

18.2.2 The date Licensee replaces its existing Facilities in one Duct with substitute Facilities in another Duct.

18.2.3 If Licensee fails to remove its Facilities within the specified period, BellSouth shall have the right to remove such Facilities at Licensee's expense and without any liability on the part of BellSouth for damage or injury to such Facilities unless caused by the negligence or intentional misconduct of BellSouth.

18.3 Continuing Responsibility for Fees and Charges. Licensee shall remain liable for and pay to BellSouth all fees and charges pursuant to provisions of this Agreement until all of Licensee's Facilities are physically removed from BellSouth's Poles or Conduit System.

19. FEES, CHARGES, AND BILLING

19.1 License Charges. Licensee agrees to pay charges in Attachment 1 of this Agreement. These rates will be recalculated during the term of this Agreement in accordance with the Telecommunications Act of 1996 and applicable FCC or State Commission rules and regulations. License charges commence on the first day of the calendar month following the date a License is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all Licenses. Such current-year charges are normally billed on or near July 1 of each year; annual billing is for the period January 1 through December 31 (six (6) months in arrears and six (6) months in advance) and to include true-up for actual billing for previous year's advance billing for period July 1 through December 31.

19.2 Notice of Rate and Computation of Charges. On or about November 1 of each year, BellSouth will notify Licensee by certified mail, return receipt requested, of the rental rate and Pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Agreement. Attachment and occupancy rates shall be applied to the number of Pole(s) and Duct feet of Conduit for which Licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

20. ADVANCE PAYMENT AND IMPUTATION

20.1 Attachment and Occupancy Fees. Fees for Pole attachment and Conduit Occupancy shall be based on the Facilities for which Licenses have been issued as of the date of billing by BellSouth, shall be computed as set forth herein.

20.1.1 Charges associated with newly Licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.

20.1.2 Charges shall be prorated retroactively in the event of the removal of Licensee's Facilities.

20.1.3 The amount of any advance payment required shall be due within sixty (60) days after receipt of an invoice from BellSouth.

20.2 Imputation. BellSouth shall impute to its Costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Section for all of the Conduits, Ducts, and Poles it occupies and uses.

21. ASSURANCE OF PAYMENT

21.1 Necessity and Level of Security. In the event Licensee fails to demonstrate credit worthiness, Licensee may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of $10,000.00 per state or $50,000.00 per region. Such bond, letter of credit or other security shall be in a form satisfactory to BellSouth and may be increased from time to time as reasonably required by BellSouth to guarantee the performance of all obligations of Licensee hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of Licensee hereunder.

22. INSURANCE

22.1 Licensee shall obtain and maintain insurance, including endorsements insuring the contractual liability and indemnification provisions of this Agreement, issued by an insurance carrier reasonably satisfactory to Licensor to protect the Licensor, other authorized Licensees, and Joint User(s) from and against all claims demands, causes of action, judgments, Costs, including reasonable attorneys' fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Agreement.

22.2 Licensee shall maintain the following amounts of insurance in compliance with (22.1) above:

22.2.1 Commercial General Liability Insurance with limits of not less than $1,000,000 per occurrence and $1,000,000 annual aggregate.

22.2.2 Umbrella or Excess Liability Insurance with limits of not less than $10,000,000 per occurrence and in the aggregate.

22.2.3 Business auto coverage for all owned, non-owned, hired and leased vehicles with limits of not less than $1,000,000 per occurrence and in the aggregate.

22.2.4 Licensee shall name BellSouth as an additional insured on the general liability policy with respects to the terms and conditions of this agreement

22.3 Licensee shall submit to Licensor certificates by each company insuring Licensee with respect to any insurance required hereunder, such certificate(s) to specify the coverage provided and that such company will not cancel or change any such policy of insurance issued to Licensee except after thirty (30) days written notice to Licensor.

22.4 Licensee shall also carry such insurance as will protect it from all claims under any Worker's Compensation Law in effect that may be applicable to it as a result of work performed pursuant to this Agreement.

22.5 All insurance required in accordance with 22.2) and 22.3) preceding must be effective before Licensor will authorize attachment to a Pole and/or Anchor, or occupancy of a Conduit System and shall remain in force until such Licensee's Facilities have been removed from all such Pole(s), Anchor(s), Conduit System, or Right of Way. In the event that the Licensee shall fail to maintain the required insurance coverage, Licensor may pay any premium thereon falling due, and the Licensee shall forthwith reimburse the Licensor for any such premium paid.

22.6 If the Licensee's net worth exceeds five hundred million dollars ($500,000,000), Licensee may elect to request self-insurance status in lieu of obtaining any of the insurance required in 22.2.1 and 22.2.2. Licensee shall provide audited financial statements, interim financials, business history, etc., as per Appendix III to Licensor immediately after receipt of initial agreement information. Licensor shall then review such audited financial statements and respond in writing to Licensee, no later than thirty (30) business days after receipt of the above information, in the event that self-insurance status is not granted to Licensee. If Licensor approves Licensee for self-insurance, Licensee shall annually furnish to Licensor, and keep current, evidence of such net worth that is attested to by one of Licensee's corporate officers. The ability to self-insure shall continue so long as the Licensee meets all of the requirements of 22.6. If the Licensee subsequently no longer satisfies the requirements of 22.6, Licensee is required to purchase insurance as indicated in 22.2.1 and 22.2.2. This agreement will not be finalized prior to approval for self-insuring status if self-insuring is requested by Licensee.

22.7 The net worth requirements set forth in 22.6 may be increased by Licensor from time to time during the term of this Agreement upon thirty (30) days notice to Licensee to at least such minimum limits as shall then be customary with respect to attachment to a Pole and/or Anchor, or occupancy of a Conduit System.

23. INDEMNIFICATION

23.1 Licensor shall exercise precaution to avoid damaging the communications Facilities of the Licensee and shall make an immediate report to the Licensee of the occurrence of any such damage caused by its employees, agents or contractors. Licensor agrees to reimburse the Licensee for all reasonable Costs incurred by the Licensee for the physical repair of such Facilities damaged by the negligence of Licensor, its employees, agents, contractors, subcontractors or invitees. However, Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's Communications Facilities, or for any special, indirect, or consequential damages arising in any manner, including Licensor's negligence, out of the use of Pole(s), Anchor(s), or Conduit Systems or Licensor's actions or omissions in regard thereto and Licensee shall indemnify and save harmless Licensor from and against any and all claims, demands, causes of action, Costs and reasonable attorneys' fees with respect to such special, indirect or consequential damages.

23.2 Licensee shall exercise precaution to avoid damaging the Facilities of Licensor and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the Owner of the occurrence of any such damage caused by Licensee's employees, agents or contractors. Licensee agrees to reimburse the Licensor for all reasonable Costs incurred by the Licensor for the physical repair of such Facilities damaged by the negligence of Licensee.

23.3 Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees and agents, Licensor's other Licensees, and Joint User(s) from and against any and all claims, demands, causes of action, damages and Costs, including reasonable attorney's fees through appeals incurred by the Licensor, the Licensor's other Licensees and Joint User(s) as a result of acts by the Licensee, its employees, agents or contractors, including but not limited to the Cost of relocating Pole(s), Anchor(s), Guy(s), or Conduit System resulting from a loss of right-of-way or property owner consents and/or the Cost of defending those rights and/or consents.

23.4 The Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees and agents, Licensor's other Licensees, and Joint User(s) from and against any and all claims, demands, causes of actions and Costs, including reasonable attorney's fees, through appeals for damages to property and injury or death to persons, including but not limited to payments under any Worker's Compensation Law or under any plan for employee's disability and death benefits, caused by, arising from, incident to, connected with or growing out of the erection, rearrangement, maintenance, presence, use or removal of Licensee's Facilities, or by their proximity to the Facilities of all parties attached to a Pole, Anchor and/or Guy, or placed in a Conduit System, or by any act or omission of the Licensee's employees, agents or contractors in the vicinity of the Licensor's Pole(s), Anchor(s), Guy(s), or Conduit System.

23.5 The Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees, and agents, Licensor's other Licensees, and Joint User(s) from any and all claims, demands, causes of action and Costs, including attorneys' fees through appeals, which arise directly or indirectly from the construction and operation of Licensee's Facilities, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyrights, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and Costs, including attorney's fees through appeals for infringement of patents with respect to the construction, maintenance, use and operation of Licensee's Facilities in combination with Pole(s), Anchor(s), Conduit Systems or otherwise.

23.6 Licensee shall promptly advise the Licensor of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the Licensee's Facilities. Licensee shall promptly notify Licensor in writing of any suits or causes of action which may involve Licensor and, upon the request of Licensor, copies of all relevant accident reports and statements made to Licensee's insurer by Licensee or others shall be furnished promptly to Licensor.

24. AUTHORIZATION NOT EXCLUSIVE

24.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. BellSouth shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Agreement and Licensee's rights hereunder.

25. ASSIGNMENT OF RIGHTS

25.1 Licensee shall not assign or transfer this Agreement or any license or any authorization granted under this Agreement, and this Agreement shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of BellSouth. BellSouth shall not unreasonably withhold such consent.

25.2 In the event such consent or consents are granted by BellSouth, then the provisions of this Agreement shall apply to and bind the successors and assigns of the Licensee. Form NT-13 shall be used for this purpose.

26. FAILURE TO ENFORCE

26.1 Failure of BellSouth to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

27. TERM OF AGREEMENT

27.1 Unless sooner terminated as herein provided, this Agreement shall continue in effect for a term of one (1) year from the date hereof and thereafter from year to year until either party hereto terminates this Agreement by giving the other party at least ninety (90) days prior written notice thereof. Such ninety (90) days notice of termination may be given to take effect at the end of the original one (1) year period or any time thereafter.

27.2 Termination of this Agreement or any Licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

28. BELLSOUTH'S INFORMATION

28.1 Scope of BellSouth's Information. Licensee acknowledges that Licensee may acquire information and material that is BellSouth's confidential, proprietary or trade secret information. As used herein, "BellSouth's Information" includes, but is not limited to, all information and documents disclosed by BellSouth, whether written or oral, in the course of this Agreement or in contemplation hereof including, without limitation, all specifications, drawings, sketches, schematics, models, samples, tools, algorithms, technical or business information, research and development, production and engineering processes, costs, profit and margin information, BellSouth lists, marketing, production and future business plans.

28.2 Use of BellSouth's Information. Licensee agrees to take all steps reasonably necessary to hold in trust and confidence BellSouth's Information. Licensee hereby agrees to hold BellSouth's Information in strict confidence, not to disclose it to third parties or to use it, in any way, commercially or otherwise, other than as permitted under this Agreement. Licensee will limit the disclosure of BellSouth's Information to employees with a need to know who: (i) have been advised of the proprietary nature thereof; and (ii) have acknowledged the express obligation to maintain such confidentiality. Licensee's obligations set forth herein shall remain in effect for two (2) years from the receipt of BellSouth's Information considered or deemed to be confidential information, but such obligation of confidentiality will not expire for BellSouth's Information considered or deemed to be a trade secret under applicable law.

28.3 Exceptions. Notwithstanding the other provisions of this Agreement, nothing received by Licensee from BellSouth will be considered to be BellSouth's Information if: (i) it has been published or is otherwise available to the public other than by a breach of this Agreement; (ii) it has been rightfully and lawfully received by Licensee from a Third Party without confidential limitations; (iii) it has been independently developed by Licensee by personnel having no access to BellSouth's Information; (iv) it was known by Licensee prior to its first receipt from BellSouth; (v) it is hereafter disclosed by BellSouth without restriction on further disclosure; or (vi) it is disclosed pursuant to a court order, subpoena or by operation of law, provided Licensee has given BellSouth prior advance written notice in order that BellSouth may attempt to obtain a protective order limiting disclosure and use of the information disclosed.

28.4 Agreement. Licensee hereby agrees that every individual person including but not limited to employees, subcontractors, agents, representatives and other third parties who perform under this Agreement shall execute the appropriate documents to undertake obligations of confidentiality consistent with the terms set forth herein. Licensee hereby agrees to provide evidence of such duly executed documents to BellSouth upon request.

29. LICENSEE'S INFORMATION

29.1 Scope of Licensee's Information. BellSouth acknowledges that Licensee may need to provide BellSouth with certain information and material that is the Licensee's confidential, proprietary or trade secret information. As used herein, "Licensee's Information" may include information and documents disclosed by the Licensee in the course of this Agreement such as by way of example, drawings, sketches, schematics, models, samples, tools, algorithms, technical or business information. All Licensee's Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend. Licensee's information conveyed orally shall be designated as proprietary at the time of disclosure and shall be reduced to writing within ten (10) business days.

29.2 Use of Licensee's Information. BellSouth agrees to take all steps reasonably necessary to hold in trust and confidence Licensee's Information. BellSouth hereby agrees to hold such Licensee's Information in strict confidence, not to disclose it to third parties or to use it, in any way, commercially or otherwise, other than as permitted under this Agreement. BellSouth will limit the disclosure of Licensee's Information to employees, consultants, agents, contractors, affiliated companies and representatives with a need to know who will not be considered as "third parties" and who: (i) have been advised of the proprietary nature thereof; and (ii) have acknowledged the express obligation to maintain such confidentiality. BellSouth's obligations set forth herein shall remain in effect for two (2) years from the receipt of Licensee's Information considered or deemed to be confidential information, but such obligation of confidentiality will not expire for Licensee's Information considered or deemed to be a trade secret under applicable law.

29.3 Exceptions. Notwithstanding the other provisions of this Agreement, nothing received by BellSouth from Licensee will be considered to be Licensee's Information if: (i) it has been published or is otherwise available to the public other than by a breach of this Agreement; (ii) it has been rightfully and lawfully received by BellSouth from a Third Party without confidential limitations; (iii) it has been independently developed by BellSouth by personnel having no access to such Licensee's Information; (iv) it was known by BellSouth prior to its first receipt from Licensee; (v) it is hereafter disclosed by Licensee without restriction on further disclosure; or (vi) it is disclosed to any governmental agency or court of competent jurisdiction by written order, subpoena or decree, or by operation of law, provided BellSouth has given prior notice to Licensee in order that Licensee may attempt to obtain a protective order limiting disclosure and use of the information disclosed.

30. SUPERSEDURE OF PREVIOUS AGREEMENT(S)

30.1 This Agreement supersedes all previous agreements, whether written or oral, between BellSouth and Licensee for attachment and maintenance of Licensee's Communications Facilities on Pole(s), Anchor(s), and in Conduit Systems within the geographical area covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein. All currently effective Licenses heretofore granted pursuant to such previous agreements shall be subject to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year written below.

	BellSouth Telecommunications, Inc.
Name of Licensee	*Name of Licensor*
By: _____	***By:*** _____
Signature	*Signature*
_____	K. W. Marlin
Printed Name	*Printed Name*
_____	Ntwk V P NP& Supp
Printed Title	*Printed Title*
_____	_____
Date	*Date*

APPENDIX I

2000 FCC Formula Supported Fees

for attachments and/or occupancy effective 1/1/2000

(Re-calculated annually)

Licensee shall pay to Licensor the following fees:

State	Poles *(ea. / yr.)*	Anchors *(ea. / yr.)*	Conduit	
				($ / ft. / yr.)
Alabama	$ 3.35	$ 4.89		$ 0.23
Kentucky ①				0.70
2-user	9.45	$ 12.90		
3-user	5.35	8.60		
Louisiana	6.90 ②			0.44
Mississippi	4.30			2.50 ③
Tennessee ④	4.57			0.30
Florida	3.74			0.36
		Miami River crossing		17.13
Georgia ⑤	4.69			0.35
North Carolina	3.55			0.35
South Carolina	2.93			0.30

① All rates in Kentucky are by tariff

② March 12, 1999 order placed a freeze on existing, approved rate until December 31, 2002. Therefore, $6.90 rate remains in effect.

③ Tariff rate in Mississippi

④ Tennessee rates are negotiated with CATV Association; Conduit rates were established in 1998 and fixed indefinitely

⑤ FCC formula calculated rates; differs from Docket 7061-U

Conduit rates have been developed using the one-half (1/2) Duct convention for 2000. This rate will apply to each passageway (innerduct).

i) For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.

ii) The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.

Pole Attachment Transfer Rate

Per Pole (throughout BellSouth region) $41.00

Appendix II

Records Maintenance Centers

For **Alabama** plant and Right of Way records:

Records Maintenance Center
S04
1876 Data Drive
Birmingham, AL 35244

For **Kentucky** plant and Right of Way records:

Records Maintenance Center
Room 2-SW
601 W. Chestnut Street
Louisville, KY 40203

For **Louisiana** plant and Right of Way records:

Records Maintenance Center
2nd Floor North
6767 Bundy Road
New Orleans, LA 70140

For **Mississippi** plant and Right of Way records:

Records Maintenance Center
5723 Hwy. 18 S
Jackson, MS 39209

For **Tennessee** plant and Right of Way records:

Records Maintenance Center
Room 9 B 15
333 Commerce Street
Nashville, TN 37201

For **Georgia, Florida, North Carolina, and South Carolina**:

Plant Records

Records Maintenance Center
5228 Central Avenue
Charlotte, NC 28212

Right of Way Records

Regional Landbase Admin. Center
Attn.: Right of Way Records
16 GG 1 BST
301 W. Bay Street
Jacksonville, FL 32201

Appendix III

Request to Self-Insure

Information Sheet

Per 22.6, Licensee may elect to request self-insurance status in lieu of obtaining any of the insurance required in 22.2.1 and 22.2.2. Licensee shall complete the table below and provide this information to Licensor. Licensor shall then review such audited financial statements and inform Licensee (in writing), no later than thirty (30) business days after receipt of the above information, regarding Licensee's request to self-insure.

The agreement will not be finalized prior to approval for self-insuring status if self-insuring is requested by Licensee.

Company Name:	
Audited Financials (3 years required): *(Attach all information as required)*	
Interim Financials (most current 6 months): *(Attach all information as required)*	
Years in Business (number of years):	
Number of years current management has been in place:	
Parent Company:	
Dunn & Bradstreet Number:	

Complete all information requested above and provide with all additional attachments to:

BellSouth Telecommunications, Inc.
Attention: Self-Insure Request
North W3D2
3535 Colonnade Parkway
Birmingham, AL 35243

Attachment 9

Performance Measurements

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Service Performance Measurements And Enforcement Mechanisms

1. Scope

This Attachment includes Enforcement Measurements with corresponding Enforcement Mechanisms applicable to this Agreement.

2. Reporting

2.1 In providing services pursuant to this Agreement, BellSouth will report its performance to KMC Telecom in accordance with BellSouth's Service Quality Measurements, which are contained in this Attachment as Exhibit A and in accordance with BellSouth's Enforcement Measurements, which are contained in this Attachment as Exhibit B.

2.2 BellSouth will make performance reports available to KMC Telecom on a monthly basis. The reports will contain information collected in each performance category and will be available to KMC Telecom through some electronic medium to be determined by BellSouth. BellSouth will also provide electronic access to the raw data underlying the performance measurements. Within thirty (30) days of execution of this Agreement, BellSouth will provide a detailed session of instruction to KMC Telecom regarding access to the reports and to the raw data as well as the nature of the format of the data provided.

3. Modifications to Measurements

3.1 Service Quality Measurements

3.1.1 BellSouth will update the Service Quality Measurements contained in Exhibit A of this Attachment each calendar quarter. BellSouth will not delete any Service Quality Measurement without prior written consent of KMC Telecom. KMC Telecom may provide input to BellSouth regarding any suggested additions, deletions or other modifications to the Service Quality Measurements. BellSouth will provide notice of all changes to the Service Quality Measurements via BellSouth's internet website.

3.1.2 Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Service Quality Measurements. BellSouth will make all such changes to the Service Quality Measurements pursuant to Section 19 of the General Terms and Conditions of this Agreement, incorporated herein by reference..

3.1.3 Notwithstanding any other provision of this Agreement, in the event

a dispute arises regarding the modification or amendment of the Service Quality Measurements, the parties will refer the dispute to the Commission.

3.2 Enforcement Measurements and Statistical Test

3.2.1 In order for BellSouth to accurately administer the Enforcement Measurements contained in Exhibit B of this Attachment, the Enforcement Measurements shall be modified or amended only if BellSouth determines such modification or amendment is necessary. However, BellSouth will not delete any Enforcement Measurement without prior written consent of KMC Telecom. BellSouth will notify KMC Telecom of any such modification or amendment to the Enforcement
Measurements via BellSouth's internet website.

3.2.2 Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Enforcement Measurements and/or Statistical Test. BellSouth will make all such changes to the Enforcement Measurements and/or Statistical Test pursuant to Section 19 of the General Terms and Conditions of this Agreement, incorporated herein by reference.

3.2.3 Notwithstanding any other provision of this Agreement, in the event a dispute arises regarding the modification or amendment of the Enforcement Measurements and/or Statistical Test, the parties will refer the dispute to the Commission.

4. Enforcement Mechanisms

4.1 Purpose

This section establishes meaningful and significant enforcement mechanisms voluntarily provided by BellSouth to verify and maintain compliance between BellSouth and KMC Telecom's operations as well as to maintain access to Operational Support System (OSS) functions. This section provides the terms and conditions for such self-effectuating enforcement mechanisms.

4.2 Effective Date

The enforcement mechanisms set forth in this section shall only become effective upon an effective FCC order, which has not been stayed, authorizing BellSouth to provide interLATA telecommunications services under section 271 of the Act within any state and shall apply to

BellSouth's performance in each state within the nine state BellSouth region.

4.3 Definitions

4.3.1 Enforcement Measurement Elements means the performance measurements set forth in Exhibit B, attached hereto and incorporated herein by this reference.

4.3.2 Enforcement Measurement Benchmark means a competitive level of performance negotiated by BellSouth used to compare the performance of BellSouth and KMC Telecom where no analogous process, product or service is feasible. See Exhibit B.

4.3.3 Enforcement Measurement Compliance means comparing performance levels provided to BellSouth retail customers with performance levels provided by BellSouth to the CLEC customer, as set forth in Exhibit C, attached hereto and incorporated herein by this reference.

4.3.4 Test Statistic and Balancing Critical Value is the means by which enforcement will be determine using statistically valid equations. See Exhibit C.

4.3.5 Cell is the point (below the wire center level) at which like-to-like comparisons are made. For example, all BellSouth retail POTS services, for residential customers, requiring a dispatch in a particular wire center, at a particular point in time will be compared directly to KMC Telecom resold services for residential customers, requiring a dispatch, in the same wire center, at a particular point in time. When determining compliance, these cells can have a positive or negative value. See Exhibit C.

4.3.6 Affected Volume means that proportion of the total KMC Telecom volume or CLEC Aggregate volume for which remedies will be paid.

4.3.7 Parity Gap refers to the incremental departure from a compliant-level of service. (See Exhibit D). This is also referred to as "diff" in the Statistical paper (See Exhibit C).

4.3.8 Tier-1 Enforcement Mechanisms means self-executing liquidated damages paid directly to KMC Telecom when BellSouth delivers non-compliant performance of any one of the Enforcement Measurement Elements for any month as calculated by BellSouth.

4.3.9 Tier-2 Enforcement Mechanisms means Assessments paid directly to a state Public Service Commission ("Commission") or its designee. Tier 2 Enforcement Mechanisms are triggered by three consecutive monthly

failures in a quarter in which BellSouth performance is out of compliance or does not meet the benchmarks for the aggregate of all CLEC data as calculated by BellSouth for a particular Enforcement Measurement Element.

4.3.10 Tier-3 Enforcement Mechanisms means the voluntary suspension of additional marketing and sales of long distance services triggered by excessive repeat failures of those specific submeasures as defined in Exhibit D attached hereto and incorporated herein by this reference.

4.4 Application

4.4.1 The application of the Tier-1, Tier-2, and Tier-3 Enforcement Mechanisms does not foreclose other non-contractual legal and regulatory claims and remedies available to KMC Telecom.

4.4.2 Proof of damages resulting from BellSouth's failure to maintain Enforcement Measurement Compliance would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage. Liquidated damages under this provision are not intended to be a penalty.

4.5 Methodology

4.5.1 Tier-1 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State for a given Enforcement Measurement Element in a given month based upon a test statistic and balancing critical value calculated by BellSouth utilizing BellSouth generated data. The method of calculation is attached hereto as Exhibit D and incorporated herein by this reference.

4.5.1.1 Tier-1 Enforcement Mechanisms apply on a per transaction basis for each negative cell and will escalate based upon the number of consecutive months that BellSouth has reported non-compliance.

4.5.1.2 Fee Schedule for Tier-1 Enforcement Mechanisms is shown in Table-1 attached hereto as Exhibit E and incorporated herein by this reference. Failures beyond Month 6 (as set forth in Table 1) will be subject to Month 6 fees.

4.5.2 Tier-2 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State in a given calendar quarter based upon a statistically valid equation calculated by BellSouth utilizing

BellSouth generated data. The method of calculation is attached hereto as Exhibit D and incorporated herein by reference.

4.5.2.1 Tier- 2 Enforcement Mechanisms apply, for an aggregate of all CLEC data generated by BellSouth, on a per transaction basis for each negative cell for a particular Enforcement Measurement Element.

4.5.2.2 Fee Schedule for Total Quarterly Tier-2 Enforcement Mechanisms is show in Table-2 attached hereto as Exhibit E and incorporated herein by this reference.

4.5.3 Tier-3 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for a State in a given calendar quarter. The method of calculation for specified submeasures is identical to the method of calculation for Tier-2 Enforcement Mechanisms as described above. The specific submeasures which are the mechanism for triggering and removing a Tier-3 Enforcement Mechanisms are described in more detail in Exhibit D attached hereto and incorporated herein by this reference.

4.6 Payment of Tier-1 and Tier-2 Amounts

4.6.1 If BellSouth performance triggers an obligation to pay Tier-1 Enforcement Mechanisms to KMC Telecom or an obligation to remit Tier-2 Enforcement Mechanisms to the Commission, BellSouth shall make payment in the required amount on or before the thirtieth (30^{th}) day following the due date of the performance measurement report for the month in which the obligation arose.

4.6.2 For each day after the due date that BellSouth fails to pay KMC Telecom the required amount, BellSouth will pay interest to KMC Telecom at the maximum rate permitted by state law.

4.6.3 For each day after the due date that BellSouth fails to pay the Tier-2 Enforcement Mechanisms, BellSouth will pay the Commission an additional $1,000 per day.

4.6.4 If KMC Telecom disputes the amount paid to KMC Telecom for Tier-1 Enforcement Mechanisms, KMC Telecom shall submit a written claim to BellSouth within sixty (60) days after the date of the performance measurement report for which the obligation arose. BellSouth shall investigate all claims and provide KMC Telecom written findings within thirty (30) days after receipt of the claim. If BellSouth determines KMC Telecom is owed additional amounts, BellSouth shall pay KMC Telecom

such additional amounts within thirty (30) days after its findings along with interest paid at the maximum rate permitted by law.

4.6.5 At the end of each calendar year, BellSouth will have its independent auditing and accounting firm certify that the results of all Tier-1 and Tier-2 Enforcement Mechanisms were paid and accounted for in accordance with Generally Accepted Account Principles (GAAP).

4.7 Limitations of Liability

4.7.1 BellSouth will not be responsible for KMC Telecom acts or omissions that cause performance measures to be missed or fail, including but not limited to accumulation and submission of orders at unreasonable quantities or times or failure to submit accurate orders or inquiries. BellSouth shall provide KMC Telecom with reasonable notice of such acts or omissions and provide KMC Telecom any such supporting documentation.

4.7.2 BellSouth shall not be obligated for Tier-1, Tier-2 or Tier 3 Enforcement Mechanisms for non-compliance with a performance measure if such non-compliance was the result of an act or omission by KMC Telecom that is in bad faith.

4.7.3 BellSouth shall not be obligated to pay Tier-1 Enforcement Mechanisms or Tier-2 Enforcement Mechanism for non-compliance with a performance measurement if such non-compliance was the result of any of the following: a Force Majeure event as set forth in the General Terms and Conditions of this Agreement; an act or omission by KMC Telecom that is contrary to any of its obligations under its Interconnection Agreement with BellSouth; an act or omission by KMC Telecom that is contrary to any of its obligations under the Act, Commission rule, or state law; an act or omission associated with third-party systems or equipment; or any occurrence that results from an incident reasonably related to the Y2K problem.

4.7.4 It is not the intent of the Parties that BellSouth be liable for both Tier-2 Enforcement Mechanisms and any other assessments or sanctions imposed by the Commission. KMC Telecom will not oppose any effort by BellSouth to set off Tier-2 Enforcement Mechanisms from any additional assessment imposed by the Commission.

4.7.5 Payment of any Tier-1 or Tier-2 Enforcement Mechanisms shall not be considered as an admission against interest or an admission of liability or culpability in any legal, regulatory or other proceeding relating to BellSouth's performance. The payment of any Tier-1 Enforcement Mechanisms to KMC Telecom shall release BellSouth for any liability associated with or related to the service performance measurement for the

month for which the Enforcement Mechanisms was paid to KMC Telecom.

4.7.6 KMC Telecom acknowledges and argues that the Enforcement Mechanisms contained in this attachment have been provided by BellSouth on a completely voluntary basis in order to maintain compliance between BellSouth and KMC Telecom. Therefore, KMC Telecom may not use the existence of this section or any payments of any Tier-1 or Tier-2 Enforcement Mechanisms under this section as evidence that BellSouth has not complied with or has violated any state or federal law or regulation.

4.8 Enforcement Mechanism Caps

4.8.1 BellSouth's liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms shall be collectively capped at $625M per year for the entire BellSouth region as set forth below.

AL - $54M	MS - $44M
FL - $122M	NC - $77M
GA - $131M	SC - $47M
KY - $34M	TN - $57M
LA - $59M	
Regional Total - $625M	

4.8.2 If BellSouth's liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms exceed the caps referenced in this attachment, KMC Telecom may commence a proceeding with the Commission to demonstrate why BellSouth should pay any amount in excess of the cap. KMC Telecom shall have the burden of proof to demonstrate why, under the circumstances, BellSouth should have additional liability.

4.9 Dispute Resolution

4.9.1 Notwithstanding any other provision of this Agreement, any dispute regarding BellSouth's performance or obligations pursuant to this Attachment shall be resolved by the Commission.

EXHIBIT A

ORDERING

Report/Measurement:	
O-7. Speed of Answer in Ordering Center	
Definition:	
Measures the average time a customer is in queue.	
Exclusions:	
None	
Business Rules:	
The clock starts when the appropriate option is selected (i.e. 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC. The clock stops when a BST service representative in the LCSC answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the BellSouth automatic call distributor (ACD) until the a service representative in BSTs Local Carrier Service Center (LCSC) answers the CLEC call.	
Calculation:	
(Total time in seconds to reach the LCSC) / (Total Number of Calls) in the Reporting Period.	
Report Structure:	
• CLEC Aggregate • BST Aggregate (Combination of Residence Service Center and Business Service Center data under development)	
Level of Disaggregation:	
• CLEC Aggregate • BST Aggregate (Combination of Residence Service Center and Business Service Center data under development)	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Mechanized tracking through LCSC Automatic Call Distributor	• Mechanized tracking through BST Retail center support systems
Retail Analog/Benchmark:	
For CLEC, Speed of Answer in Ordering Center (LCSC) is comparable to Speed of Answer in BST Business Offices. See Appendix D	

Revision Date: 02/16/00 (lg)

ORDERING – (LNP)

Report/Measurement:
LNP-8. Percent Rejected Service Requests
Definition:
Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are excluded.
Exclusions:
• Service Requests canceled by the CLEC • Fatal Rejects • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.
Business Rules:
An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention. **Fully Mechanized:** There are two types of "Rejects" in the Fully Mechanized category: • A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR (via EDI or TAG) but required fields are not populated correctly and the request is returned to the CLEC. Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the total number of rejected LSRs. • An Auto Clarification is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention. **Partially Mechanized:** A valid LSR which is electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and "falls out" for manual handling. It is then put into "clarification", and sent back to the CLEC. **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized rejects.
Calculation
Percent Rejected Service Requests: [(Number of Service Requests Rejected in the Reporting Period) / (Number of Service Requests Received in the Reporting Period)] x 100
Report Structure:
• Fully Mechanized, Partially Mechanized, Total Mechanized • CLEC Specific • CLEC Aggregate
Level of Disaggregation:
• Product Reporting Levels ➢ LNP ➢ UNE Loop with LNP • Geographic Scope ➢ .State, Region
Retail Analog/Benchmark:
See Appendix D

Revision Date: 02/16/00 (lg)

ORDERING – (LNP)

Report/Measurement:

LNP-9. Reject Interval Distribution & Average Reject Interval

Definition:

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are excluded.

Exclusions:

- Service Requests canceled by CLEC
- Fatal Rejects
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

Business Rules:

The Reject interval is determined for each rejected LSR processed during the reporting period. The Reject interval is the elapsed time from when BST receives LSR until that LSR is rejected back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of rejected LSRs to produce the reject interval distribution.

An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

Fully Mechanized: There are two types of "Rejects" in the Fully Mechanized category:

- A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC.
  Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the number of rejected LSRs.
- An Auto Clarification is a valid LSR which is electronically submitted (via EDI or TAG), but rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

Partially Mechanized: A valid LSR which is electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and "falls out" for manual handling. It is then put into "clarification", and sent back to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.

Calculation:

Average Reject Interval:
Σ[(Date & Time of Service Request Rejection) - (Date & Time of Service Request Receipt)] / (Total Number of Service Requests Rejected in Reporting Period)

Reject Interval Distribution:
[Σ (Service Requests Rejected in "X" minutes/hours) / (Total Number of Service Requests Rejected in Reporting Period)] X 100

Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized
- CLEC Specific
- CLEC Aggregate

ORDERING – (LNP) - Reject Interval Distribution & Average Reject Interval – Continued)

Level of Disaggregation:
• Reported in intervals = 0 - 4 minutes, 4 - 8 minutes, 8 - 12 minutes, 12 - 60 minutes, 0 - 1 hours, 1 - 8 hours, 8 - 24 hours, >24 hours • Product Reporting Levels ➢ LNP ➢ UNE Loop with LNP • Geographic Scope ➢ .State, Region • Average Interval in Days
Retail Analog/Benchmark:
See Appendix D

Revision Date: 02/16/00 (lg)

ORDERING – (LNP)

Report/Measurement:

LNP-10. Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval

Definition:

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of a valid LSR to distribution of a firm order confirmation.

Exclusions:

- Rejected LSRs (Clarifications or Fatal Rejects)
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

Business Rules:

The Firm Order Confirmation interval is determined for each FOC'd LSR processed during the reporting period. The Firm Order Confirmation interval is the elapsed time from when BST receives an LSR until that LSR is confirmed back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed to produce the Firm Order Confirmation timeliness interval distribution.

- **Mechanized** - The elapsed time from receipt of a valid LSR until the LSR is processed and appropriate service orders are generated in SOCS without manual intervention.
- **Partially Mechanized** - The elapsed time from receipt of an electronically submitted LSR which falls out for manual handling by the LCSC personnel until appropriate service orders are issued by a BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS).
- **Total Mechanized** - Combination of Fully Mechanized and Partially Mechanized FOCs.

Calculation:

Average FOC Interval:

Σ [(Date & Time of Firm Order Confirmation) - (Date & Time of Service Request Receipt)] / (Total number of Service Requests Confirmed in the Reporting Period)

FOC Interval Distribution:

Σ[(Service Requests Confirmed in "X" minutes/hours in the Reporting Period) / (Total Service Requests Confirmed in the Reporting Period)] X 100

Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized
- CLEC Specific
- CLEC Aggregate

Level of Disaggregation:

- Reported in intervals = 0 - 15 minutes, 15 - 30 minutes, 30 - 45 minutes, 45 - 60 minutes, 90 - 120 minutes, 120 - 240 minutes, 4 - 8 hours, 8 - 12 hours, 12 - 16 hours, 16 - 20 hours, 20 - 24 hours, 24 - 48 hours, >48 hours
- Product Reporting Levels
  - LNP
  - UNE Loop with LNP
- Geographic Scope
  - .State, Region

Retail Analog/Benchmark:

See Appendix D

Revision Date: 02/16/00 (lg)

Provisioning Disaggregation

Product Reporting Levels

- Resale and Retail
  - Pots – Residence
  - Pots – Business
  - Design
  - PBX (Louisiana SQM)
  - CENTREX (Louisiana SQM)
  - ISDN (Louisiana SQM) (**NOTE**: ISDN included in POTS for Georgia Only)
  - ESSX (Louisiana SQM)

- Unbundled Network Elements
  - UNE Design
  - UNE Non – Design
  - UNE 2 Wire Loop (Louisiana SQM)
  - UNE Loop Other (Louisiana SQM)
  - Unbundled Ports (Louisiana SQM)

- Trunks
  - Local Interconnection Trunks

- Geographic Scope
  - State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA)

The following measure is the exception for all states:
Coordinated Customer Conversion

Which is disaggregated as follows:
UNE LOOPS with INP
UNE LOOPS without INP

PROVISIONING

Report/Measurement:
P-1. Mean Held Order Interval & Distribution Intervals
Definition:
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.
Exclusions:
Order Activities of BST associated with internal or administrative use of local services.
Business Rules:
Mean Held Order Interval: 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 in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the committed due 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. 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. The interval is by calendar days with no exclusions for Holidays or Sundays. CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days. **Held Order Distribution Interval:** This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (orders counted in >90 days are also included in >15 days).
Calculation:
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. **Held Order Distribution Interval:** (# 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
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
Circuit breakout < 10, > = 10

PROVISIONING - Mean Held Order Interval & Distribution Intervals – Continued)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Order Number and PON (PON) • Order Submission Date (TICKET_ID) • Committed Due Date (DD) • Service Type(CLASS_SVC_DESC) • Hold Reason • Total line/circuit count • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • Total line/circuit count • Geographic Scope
Retail Analog/Benchmark:	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE Design / BST Design Interconnection Trunks-CLEC / Interconnection Trunks –BST UNEs-(See Appendix D)	

Revision Date: 02/24/00 (taf)

PROVISIONING

Report/Measurement:

P-2. Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices

Definition:

When BST can determine in advance that a committed due date is in jeopardy, it will provide advance notice to the CLEC.

Exclusions:

- Orders held for CLEC end user reasons
- Orders submitted to BST through non-mechanized methods

Business Rules:

When BST can determine in advance that a committed due date is in jeopardy it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period.

Calculation:

Average Jeopardy Interval = Σ [(Date and Time of Scheduled Due Date on Service Order) - (Date and Time of Jeopardy Notice)]/[Number of Orders Notified of Jeopardy in Reporting Period).

Percent of Orders Given Jeopardy Notice = Σ [(Number of Orders Given Jeopardy Notices in Reporting Period) / (Number of Orders Confirmed (due) in Reporting Period)

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Order Number and PON • Date and Time Jeopardy Notice sent • Committed Due Date • Service Type **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Date and Time Jeopardy Notice sent • Committed Due Date • Service type

Retail Analog/Benchmark:

95% >= 24 hours

Revision Date: 01/05/00 (taf)

PROVISIONING

Report/Measurement:

P-3. Percent Missed Installation Appointments

Definition:

"Percent missed installation appointments" 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.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.)
- Disconnect (D) & From (F) orders
- End User Misses on Interconnection Trunks

Business Rules:

Percent Missed Installation Appointments is the percentage of total orders processed for which BST is unable to complete the service orders on the confirmed due dates. Missed Appointments caused by end-user reasons will be included and reported separately. A business day is any time period within the same date frame, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.

Calculation:

Percent Missed Installation Appointments = Σ (Number of Orders Not Complete by Committed Due Date in Reporting Period) / (Number of Orders Confirmed in Reporting Period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Report explanation: The difference between End User MA and Total MA is the result of BST caused misses. Here, Total MA is the total % of orders missed either by BST or CLEC end user. The End User MA represents the percentage of orders missed by the CLEC or their end user.

Level of Disaggregation:

- Reported in categories of <10 lines/circuits; > = 10 lines/circuits
- Dispatch/No Dispatch

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Order Number and PON (PON) • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope

Retail Analog/Benchmark:

CLEC Residence Resale / BST Residence Retail
CLEC Business Resale / BST Business Retail
CLEC Non-UNE Design / BST Design
Interconnection Trunks-CLEC / Interconnection Trunks –BST
UNEs-(See Appendix D)

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement :

P-4. Average Completion Interval (OCI) & Order Completion Interval Distribution

Definition:

The "average completion interval" measure monitors the interval of time it takes BST to provide service for the CLEC or its' own customers. The "Order Completion Interval Distribution" provides the percentage of orders completed within certain time periods.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.)
- D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address).
- "L" Appointment coded orders (where the customer has requested a later than offered interval)

Business Rules:

The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from when BST issues a FOC or SOCS date time stamp receipt of an order from the CLEC to BST's actual order completion date. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. 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.

The interval breakout for UNE and Design is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99 20-25 = 20-24.99, 25-30 = 25-29.99, >=30 = 30 and greater.

Calculation :

Average Completion Interval:

Σ [(Completion Date & Time) - (Order Issue Date & Time)] / Σ (Count of Orders Completed in Reporting period)

Order Completion Interval Distribution:

Σ (Service Orders Completed in "X" days) / (Total Service Orders Completed in Reporting Period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

- ISDN Orders included in Non Design - GA Only
- Dispatch/No Dispatch categories applicable to all levels except trunks.
- Residence & Business reported in day intervals = 0,1,2,3,4, 5, 5+
- UNE and Design reported in day intervals = 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, >=30
- All Levels are reported <10 line/circuits; >=10 line/circuits

PROVISIONING –
(Average Completion Interval (OCI) & Order Completion Interval Distribution – Continued)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope
Retail Analog/Benchmark	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE Design / BST Design Interconnection Trunks-CLEC / Interconnection Trunks-BST UNEs-(See Appendix D)	

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement:

P-5. Average Completion Notice Interval

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.

Exclusions:

- Non-mechanized Orders
- Cancelled Service Orders
- Order Activities of BST associated with internal or administrative use of local services
- D & F orders

Business Rules:

Measurement of interval of completion date and time by a field technician on dispatched orders, and 5PM start time on the due date for non-dispatched orders; to the release of a notice to the CLEC/BST of the completion status. The field technician notifies the CLEC the work was complete and then he enters the completion time stamp information in his computer. This information switches through to the SOCS systems either completing the order or rejecting the order to the Work Management Center (WMC). If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order submitted and as the notice is sent electronically, it can only be switched to those orders that were submitted by the CLEC electronically. The start time is the completion stamp either by the field technician or the 5PM due date stamp; the end time is the time stamp the notice was submitted to the CLEC/BST system.

Calculation:

Σ (Date and Time of Notice of Completion) – (Date and Time of Work Completion) / (Number of Orders Completed in Reporting Period)

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

- Reporting intervals in Hours: 0-1, 1-2, 2-4, 4-8, 8-12, 12-24, > 24, plus Overall Average Hour Interval
- Reported in categories of <10 line/circuits; >= 10 line/circuits

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Order Number • Work Completion Date • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Activity Type • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Work Completion Date • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Activity Type • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.

Retail Analog/Benchmark:

CLEC Residence Resale / BST Residence Retail
CLEC Business Resale / BST Business Retail
CLEC Non-UNE Design / BST Design
Interconnection Trunks-CLEC / Interconnection Trunks-BST
UNEs – (See Appendix D)

Revision Date 02/24/00 (taf)

PROVISIONING

Report/Measurement:	
P-6. Coordinated Customer Conversions	
Definition:	
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 applies to service orders with and without INP, and where the CLEC has requested BST to provide a coordinated cutover.	
Exclusions:	
• Any order canceled by the CLEC will be excluded from this measurement. • Delays due to CLEC following disconnection of the unbundled loop • Unbundled Loops where there is no existing subscriber loop and loops where coordination in not requested.	
Business Rules:	
Where the service order includes INP, the interval includes the total time for the cutover including the translation time to place the line back in service on the ported line. The interval is calculated for the entire cutover time for the service order and then divided by items worked in that time to give the average per item interval for each service order.	
Calculation:	
Σ [(Completion Date and Time for Cross Connection of an Coordinated Unbundled Loop)- (Disconnection Date and Time of an Coordinated Unbundled Loop)] / Total Number of Unbundled Loop with Coordinated Conversions (items) for the reporting period.	
Report Structure:	
• CLEC Specific • CLEC Aggregate	
Level of Disaggregation:	
Reported in intervals <=5 minutes; >5,<=15 minutes; >15 minutes, plus Overall Average interval	
Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
• Report Month • CLEC Order Number • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Cutover Start Time • Cutover Completion time • Portability start and completion times (INP orders) • Total Conversions (Items) **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• No BST Analog Exists
Retail Analog/Benchmark:	
There is no retail analog for this measurement because it measures cutting loops to the CLEC. Benchmark – See Appendix D	

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement:

P-7. % Provisioning Troubles within 30 days of Service Order Activity

Definition:

Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.

Exclusions:

- 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

Business Rules:

Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion for a trouble report.

D & F orders are excluded as there is no subsequent activity following a disconnect.

Calculation:

% 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 completed in the report calendar month) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

- Reported in categories of <10 line/circuits; > = 10 line/circuits
- Dispatch / No Dispatch

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Order Number and PON • Order Submission Date(TICKET_ID) • Order Submission Time (TICKET_ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope

Retail Analog/Benchmark:

CLEC Residence Resale / BST Residence Retail
CLEC Business Resale / BST Business Retail
CLEC Non-UNE Design / BST Design
Interconnection Trunks-CLEC / Interconnection Trunks –BST
UNEs-(See Appendix D)

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement :

P-8. Total Service Order Cycle Time (TSOCT)

Definition:

This report measures the total service order cycle time from receipt of a valid service order request to the completion of the service order.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.)
- D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address).
- "L" Appointment coded orders (where the customer has requested a later than offered interval)
- Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes.

Business Rules:

The interval is determined for each order processed during the reporting period. This measurement combines two reports: FOC (Firm Order Confirmation) with Average Order Completion Interval.

This interval starts with the receipt of a valid service order request and stops when the technician or system completes the order in SOCS. 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.

Calculation :

Total Service Order Cycle Time

Σ(Date and Time of Service Request Receipt) – (Completion Date and Time of Service Order) (SOCS HIST-CD DATE) / (Count of Orders Completed in Reporting Period)

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

- Reported in categories of < 10 line/circuits; > = 10 line/circuits
- Dispatch/No Dispatch categories applicable to all levels except trunks.
- Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, > = 30 Days

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Interval for FOC • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope

Retail Analog/Benchmark

See Appendix D

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement:

P-9. Service Order Accuracy GEORGIA ONLY

Definition:

The "service order accuracy" measurement measures the accuracy and completeness of BST service orders by comparing what was ordered and what was completed.

Exclusions:

- Cancelled Service Orders
- Order Activities of BST associated with internal or administrative use of local services
- & F orders

Business Rules:

A manual sampling of service orders, completed during a monthly reporting period, is compared to the original account profile and the order that the CLEC sent to BST. An order is "completed without error" if all service attributes and account detail changes (as determined by comparing the original order) completely and accurately reflect the activity specified on the original order and any supplemental CLEC order.

Calculation:

Percent Service Order Accuracy = Σ (Orders Completed without Error) / Σ (Orders Completed in Reporting Period) x 100

Report Structure:

CLEC Aggregate

Level of Disaggregation:

- Reported in categories of <10 line/circuits; > = 10 line/circuits
- Dispatch / No Dispatch

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • **CLEC Order Number and PON** • Local Service Request (LSR) • Order Submission Date • Committed Due Date • Service Type • Standard Order Activity **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Being investigated at this time

Retail Analog/Benchmark:
(Under Investigation)

Revision Date: 01/05/00 (taf)

PROVISIONING

Report/Measurement:
LNP – 10. Percent Missed Installation Appointments
Definition:
Percent Missed Installation Appointments 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.
Exclusions:
• Canceled Service Orders • **Order Activities of BST** or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.
Business Rules:
Percent Missed Installation Appointments (PMI) 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 in a separate category. A business day is any time period within the same date frame, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.
Calculation:
Percent Missed Installation Appointments: [(Number of Orders Not Completed by Committed Due Date in Reporting Period) / (Number of Orders Completed in Reporting Period)] X 100
Report Structure:
• Mechanized (service orders generated by LSRs submitted via EDI or TAG) • CLEC Specific • CLEC Aggregate **Report explanation:** Total Missed Appointments is the total % of orders missed either by BST or the CLEC end user. End User MA represents the percentage of orders missed by the CLEC end user. The difference between End User Missed Appointments and Total Missed Appointments is the result of BST caused misses.
Level of Disaggregation:
• Product Reporting Levels ➢ LNP ➢ UNE Loop Associated w/LNP • Geographic Scope ➢ State, Region
Retail Analog/Benchmark:
See Appendix D

Revision Date: 02/16/00 (taf)

PROVISIONING – (LNP)

Report/Measurement :
LNP-11. Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution
Definition:
Disconnect Timeliness is defined as the interval between the time the LNP Gateway receives the 'Number Ported' message from NPAC (signifying the CLEC 'Activate') until the time that the Disconnect service order for an LSR is completed in SOCS. This interval effectively measures BST responsiveness by isolating it from impacts that are caused by CLEC related activities.
Exclusions:
• Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.
Business Rules:
The Disconnect Timeliness interval is determined for the last Disconnect service order processed on an LSR during the reporting period. The Disconnect Timeliness interval is the elapsed time from when BST receives the last 'Number Ported' message for an LSR from NPAC (signifying the CLEC 'Activate') until the last Disconnect service order is completed in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the total number of selected disconnect orders which have been completed.
Calculation :
Average Disconnect Timeliness Interval: Σ[(Disconnect Service Order Completion Date & Time) - ('Number Ported' Message Received Date & Time)] / Σ (Total Number of Disconnect Service Orders Completed in Reporting Period) **Disconnect Timeliness Interval Distribution:** [Σ (Disconnect Service Orders Completed in "X" days) / (Total Disconnect Service Orders Completed in Reporting Period)] X 100
Report Structure:
• Mechanized (service orders generated by LSRs submitted via EDI or TAG) • CLEC Specific • CLEC Aggregate
Level of Disaggregation:
• Reported in day intervals = 0,1,2,3,4, 5, >5 days • Product Reporting Levels ➢LNP • Geographic Scope ➢State, Region
Retail Analog/Benchmark:
See Appendix D

Revision Date: 02/16/00 (taf)

PROVISIONING

Report/Measurement :
LNP-12. Total Service Order Cycle Time
Definition:
Total Service Order Cycle Time measures the interval from receipt of a valid service order request to the completion of the final service order associated with that service request.
Exclusions:
• Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable • "L" appointment coded orders (indicating the customer has requested a later than offered interval) • "S" missed appointment coded orders (indicating subscriber missed reasons), except for "SP" codes (indicating subscriber prior due date requested).
Business Rules:
The interval is determined for each service request processed during the reporting period. This measurement combines two reports: FOC (Firm Order Confirmation) with Average Order Completion Interval. This interval starts with the receipt of a valid service request and stops when the technician or system completes all the related service orders for the LSR in SOCS. Elapsed time for each service request is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of service requests completed to produce the total service order cycle time.
Calculation :
Average Total Service Order Cycle Time: Σ[(Service Order Completion Date & Time) - (Service Request Receipt Date & Time)] / Σ (Total Number Service Requests Completed in Reporting Period) **Total Service Order Cycle Time Interval Distribution:** [Σ (Total Number of Service Requests Completed in "X" minutes/hours) / (Total Number of Service Requests Received in Reporting Period)] X 100
Report Structure:
• Mechanized (service orders generated by LSRs submitted via EDI or TAG) • CLEC Specific • CLEC Aggregate • "W" Appointment Code Only (Company Offered)
Level of Disaggregation:
• Reported in day intervals 0 - 5, 5 - 10, 10 - 15, 15 - 20, 20 - 25, 25 - 30, >30 days • Product Reporting Levels ➢ LNP ➢ UNE Loop with LNP • Geographic Scope ➢ State, Region
Retail Analog/Benchmark:
See Appendix D

Revision Date: 02/16/00 (taf)

Maintenance and Repair Level of Disaggregation

Product Reporting Levels

- Resale / Retail
  - Pots – Residence
  - Pots – Business
  - PBX (Louisiana SQM)
  - ESSX (Louisiana SQM)
  - CENTREX (Louisiana SQM)
  - **ISDN (Louisiana SQM) (NOTE**: ISDN Troubles included in Non-Design Georgia Only)
  - Design

- Unbundled Network Elements
  - UNE Design
  - UNE Non – Design
  - UNE 2 Wire Loop (Louisiana SQM)
  - UNE Loop Other (Louisiana SQM)
  - Unbundled Ports (Louisiana SQM)
  - UNE Other Non – Design (Louisiana SQM)

- Trunks
  - Local Interconnection Trunks

- Dispatch/No Dispatch categories applicable to all product levels

- Geographic Scope

- State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA)

MAINTENANCE & REPAIR

Report/Measurement:

M&R-1. Missed Repair Appointments

Definition:

The percent of trouble reports not cleared by the committed date and time.

Exclusions:

- Trouble tickets canceled at the CLEC request.
- BST trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

Business Rules:

The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that BST personnel clear the trouble and closes the trouble report in his Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a "Missed Commitment" or a missed repair appointment. When the data for this measure is collected for BST and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BST reasons. 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.

Calculation:

Percentage of Missed Repair Appointments =Σ (Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time) / Σ (Total Trouble reports closed in Reporting Period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Company Name • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Company Code • Submission Date & Time • Completion Date • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope

Retail Analog/Benchmark

CLEC Residence-Resale / BST Residence-Retail
CLEC Business-Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex, and ISDN Resale/ BST PBX, Centrex, and ISDN Retail
CLEC Trunking-Resale / BST Trunking-Retail
UNEs – (See Appendix D)

Revision Date: 02/22/00 (see)

MAINTENANCE & REPAIR

Report/Measurement:

M&R-2. Customer Trouble Report Rate

Definition:

Initial and repeated customer direct or referred troubles reported within a calendar month per 100 lines/ circuits in service.

Exclusions:

- Trouble tickets canceled at the CLEC request.
- BST trouble reports associated with administrative service.
- Customer provided Equipment (CPE) troubles or CLEC equipment troubles.

Business Rules:

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" lines, ports or combination that exist for the CLEC's and BST respectively at the end of the report month.

Calculation:

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

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • # Service Access Lines in Service at the end of period • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Company Code • Ticket Submission Date & Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • # Service Access Lines in Service at the end of period • Geographic Scope

Retail Analog/Benchmark:

CLEC Residence-Resale / BST Residence -Retail
CLEC Business-Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex and ISDN Resale/ BST PBX, Centrex, and ISDN Retail
CLEC Trunking-Resale / BST Trunking-Retail
UNEs – (See Appendix D)

Revision Date: 02/22/00 (see)

MAINTENANCE & REPAIR

Report/Measurement:

M&R-3. Maintenance Average Duration

Definition:

The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.

Exclusions:

- Trouble reports canceled at the CLEC request
- BST trouble reports associated with administrative service
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Troubles.
- Trouble reports greater than 10 days

Business Rules:

For Average Duration the clock starts on the date and time of the receipt of a correct repair request. The clock stops on the date and time the service is restored and the customer notified (when the technician completes the trouble ticket on his/her CAT or work system).

NOTE: Customer can be BST or CLEC

Calculation:

Maintenance Average Duration = Σ(Date and Time of Service Restoration) – (Date and Time Trouble Ticket was Opened) / Σ(Total Closed Troubles in the reporting period)

Report Structure:

- CLEC Specific
- BST Aggregate
- CLEC Aggregate

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TIME_ID) • Ticket Completion Date (CMPLTN_DT • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket submission Time • Ticket completion Date • Ticket Completion Time • Total Duration Time • Service Type • Disposition and Cause (Non – Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope

Retail Analog/Benchmark:

CLEC Residence-Resale / BST Residence-Resale
CLEC Business-Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail
CLEC Trunking-Resale /BST Trunking-Retail
UNEs – (See Appendix D)

Revision Date: 02/22/00 (see)

MAINTENANCE & REPAIR

Report/Measurement:

M&R-4. Percent Repeat Troubles within 30 Days

Definition:

Trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total troubles reported.

Exclusions:

- Trouble Reports canceled at the CLEC request
- BST Trouble Reports associated with administrative service
- Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.

Business Rules:

Includes Customer trouble reports received within 30 days of an original Customer trouble report.

Calculation:

Percent Repeat Troubles within 30 Days = (Count of Customer Troubles where more than one trouble report was logged for the same service line within a continuous 30 days) / (Total Trouble Reports Closed in Reporting Period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Total and Percent Repeat Trouble Reports within 30 Days (TOT_REPEAT) • Service Type • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope **NOTE:** Code parentheses is the corresponding header format found in the raw data file.	• Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission Time • Ticket Completion Date • Ticket Completion Time • Total and Percent Repeat Trouble Reports within 30 Days • Service Type • Disposition and Cause (Non – Design/Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope

Retail Analog/Benchmark:

CLEC Residence-Resale / BST Residence-Retail
CLEC Business- Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail
CLEC Trunking-Resale / BST Trunking-Retail
UNEs – Retail Analog (See Appendix D)

Revision date: 02/22/00 (see)

MAINTENANCE & REPAIR

Report/Measurement:	
M&R-5. Out of Service (OOS) > 24 Hours	
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. (All design services are considered to be out of service).	
Exclusions:	
• Trouble Reports canceled at the CLEC request • BST Trouble Reports associated with administrative service • Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.	
Business Rules:	
Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the trouble report is created in LMOS and the trouble is counted if the time exceeds 24 hours.	
Calculation:	
Out of Service (OOS) > 24 hours = (Total Troubles OOS > 24 Hours) / Total OOS Troubles in Reporting Period) X 100	
Report Structure:	
• CLEC Specific • BST Aggregate • CLEC Aggregate	
Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
• Report Month • Total Tickets • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT • Percentage of Customer Troubles out of • Service > 24 Hours (OOS>24_FLAG) • Service type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE-DESC) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission time • Ticket Completion Date • Ticket Completion Time • Percent of Customer Troubles out of Service > 24 Hours • Service type • Disposition and Cause (Non – Design/Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope
Retail Analog/Benchmark:	
CLEC Residence-Resale / BST Residence- Retail CLEC Business- Resale / BST Business-Retail CLEC Design-Resale / BST Design-Retail CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail CLEC Trunking-Resale /BST Trunking- Retail UNEs Retail Analog – (See Appendix D)	

Revision Date: 02/22/00 (see)

MAINTENANCE & REPAIR

Report/Measurement:	
M&R-6. Average Answer Time – Repair Centers	
Definition:	
This measures the average time a customers is in Que.	
Exclusions:	
None	
Business Rules:	
This measure is designed to measure the time required for CLEC & BST from the time of the ACD choice to the time of being answered. The clock starts when the CLEC Rep makes a choice to be put in queue for the next repair attendant and the clock stops when the repair attendant answers the call. (NOTE: The Column is a combined BST Residence and Business number)	
Level of Disaggregation:	
Region. CLEC/BST Service Centers and BST Repair Centers are regional.	
Calculation:	
Average Answer Time for BST's Repair Centers = (Time BST Repair Attendant Answers Call) – (Time of entry into queue until ACD Selection) / (Total number of calls by reporting period)	
Report Structure:	
• CLEC Aggregate • BST Aggregate	
Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
• CLEC Average Answer Time	• BST Average Answer Time
Retail Analog/Benchmark:	
For CLEC, Average Answer Times in UNE Center and BRMC are comparable to the Average Answer Times in the BST Repair Centers. See Appendix D	

Revision Date: 02/22/00 (see)

BILLING

Report/Measurement:	
B-1. Invoice Accuracy	
Definition:	
This measure provides the percentage of accuracy of the billing invoices rendered to CLECs during the current month.	
Exclusions:	
• Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer)	
Business Rules:	
The accuracy of billing invoices delivered by BST to the CLEC must enable them to provide a degree of billing accuracy comparative to BST bills rendered to retail customers BST. CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. The bill verification process draws from a mix of different customer billing options and types of service. An end-to-end auditing process is performed for new products and services. Internal measurements and controls are maintained on all billing processes.	
Calculation:	
Invoice Accuracy = (Total Billed Revenues during current month) – (Billing Related Adjustments during current month) / Total Billed Revenues during current month X 100	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation :	
• Product / Invoice Type ➢ Resale ➢ UNE ➢ Interconnection • Geographic Scope ➢ Region	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Invoice Type • Total Billed Revenue • Billing Related Adjustments	• Report Month • Retail Type ➢ CRIS ➢ CABS • Total Billed Revenue • Billing Related Adjustments
Retail Analog/Benchmark	
CLEC Invoice Accuracy is comparable to BST Invoice Accuracy See Appendix D	

Revision Date: 02/28/00 (dg)

BILLING

Report/Measurement:	
B-2. Mean Time to Deliver Invoices	
Definition:	
This measure provides the mean interval for billing invoices	
Exclusions:	
Any invoices rejected due to formatting or content errors.	
Business Rules:	
Measures the mean interval for timeliness of billing records delivered to CLECs in an agreed upon format. CRIS-based invoices are measured in business days, and CABS-based invoices in calendar days.	
Calculation:	
Mean Time To Deliver Invoices = Σ_[(Invoice Transmission Date)– (Close Date of Scheduled Bill Cycle)] / (Count of Invoices Transmitted in Reporting Period)	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
• Product / Invoice Type ➢ Resale ➢ UNE ➢ Interconnection • Geographic Scope ➢ Region	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Invoice Type • Invoice Transmission Count • Date of Scheduled Bill Close	• Report Month • Retail Type ➢ CRIS ➢ CABS • Invoice Transmission Count • Date of Scheduled Bill Close
Retail Analog/Benchmark:	
CRIS-based invoices will be released for delivery within six (6) business days CABS-based invoices will be released for delivery within eight (8) calendar days. CLEC Average Delivery Intervals for both CRIS and CABS Invoices are comparable to BST Average delivery for both systems. See Appendix D	

Revision Date: 02/28/00 (dg)

BILLING

Report/Measurement:	
B-3. Usage Data Delivery Accuracy	
Definition:	
This measurement captures the percentage of recorded usage that is delivered error free and in an acceptable format to the appropriate Competitive Local Exchange Carrier (CLEC). These percentages will provide the necessary data for use as a comparative measurement for BellSouth performance. This measurement captures Data Delivery Accuracy rather than the accuracy of the individual usage recording.	
Exclusions:	
None	
Business Rules:	
The accuracy of the data delivery of usage records delivered by BST to the CLEC must enable them to provide a degree of accuracy comparative to BST bills rendered to their retail customers. If errors are detected in the delivery process, they are investigated, evaluated and documented. Errors are corrected and the data retransmitted to the CLEC.	
Calculations:	
Usage Data Delivery Accuracy = Σ[(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) X 100	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
• Geographic Scope ➢ Region	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Record Type ➢ BellSouth Recorded ➢ Non BellSouth Recorded	• Report Month • Record Type
Retail Analog/Benchmark:	
CLEC Usage Data Delivery Accuracy is comparable to BST Usage Data Delivery Accuracy See Appendix D	

Revision Date: 02/28/00 (dg)

BILLING

Report/Measurement:	
B-4. Usage Data Delivery Completeness	
Definition:	
This measurement provides percentage of complete and accurately recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BST for billing) that is processed and transmitted to the CLEC within thirty (30) days of the message recording date. A parity measure is also provided showing completeness of BST messages processed and transmitted via CMDS. BellSouth delivers its own retail usage from recording location to billing location via CMDS as well as delivering billing data to other companies. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
Exclusions:	
None	
Business Rules:	
The purpose of these measurements is to demonstrate the level of quality of usage data delivered to the appropriate CLEC. Method of delivery is at the option of the CLEC.	
Calculation:	
Usage Data Delivery Completeness = Σ(Total number of Recorded usage records delivered during the current month that are within thirty (30) days of the message recording date) / Σ(Total number of Recorded usage records delivered during the current month) X 100	
Report Structure	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
• Geographic Scope ➢ Region	
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
Retail Analog/Benchmark:	
CLEC Usage Delivery Completeness is comparable to BST Usage Delivery Completeness See Appendix D	

Revision Date: 02/28/00 (dg)

BILLING

Report/Measurement:	
B-5. Usage Data Delivery Timeliness	
Definition:	
This measurement provides a percentage of recorded usage data (usage recorded by BST and usage recorded by other companies and sent to BST for billing) that is delivered to the appropriate CLEC within six (6) calendar days from the receipt of the initial recording. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
Exclusions:	
None	
Business Rules:	
The purpose of this measurement is to demonstrate the level of timeliness for processing and transmission of usage data delivered to the appropriate CLEC. The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. The Timeliness interval of usage recorded by other companies is measured from the date BST receives the records to the date BST distributes to the CLEC. Method of delivery is at the option of the CLEC.	
Calculation:	
Usage Data Delivery Timeliness = Σ(Total number of usage records sent within six (6) calendar days from initial recording/receipt) / Σ(Total number of usage records sent) X 100	
Report Structure:	
• CLEC Aggregate • CLEC Specific • BST Aggregate	
Level of Disaggregation:	
• Geographic Scope ➢ Region	
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
Retail Analog/Benchmark:	
CLEC Usage Data Delivery Timeliness is comparable to BST Usage Data Delivery Timeliness See Appendix D	

Revision date: 02/28/00 (dg)

BILLING

Report/Measurement:	
B-6. Mean Time to Deliver Usage	
Definition:	
This measurement provides the average time it takes to deliver Usage Records to a CLEC. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
Exclusions:	
None	
Business Rules:	
The purpose of this measurement is to demonstrate the average number of days it takes BST to deliver Usage data to the appropriate CLEC. Usage data is mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC.	
Calculation:	
Mean Time to Deliver Usage = Σ_(Record volume X estimated number of days to deliver the Usage Record) / total record volume	
Report Structure:	
• CLEC Aggregate • CLEC Specific • BST Aggregate	
Level of Disaggregation:	
• Geographic Scope ➢ Region	
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
Retail Analog/Benchmark:	
Mean Time to Deliver Usage to CLEC is comparable to Mean Time to Deliver Usage to BST See Appendix D	

Revision Date: 02/28/00 (dg)

OPERATOR SERVICES

Report/Measurement:
OS-1. Speed to Answer Performance/Average Speed to Answer – Toll
Definition:
Measurement of the average time in seconds calls wait before answered by a toll operator.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Average Speed to Answer for toll is calculated by using data 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 BST systems calculate by monitoring the 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 BST systems record as the total number of calls handled by Operator Services toll centers. Since calls abandoned are not reflected in the calculation, the percent answered within the required timeframe is determined by using conversion tables with input for the abandonment rate.
Report Structure:
• Reported for the aggregate of BST and CLECs ➢ State
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (Toll) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date: 02/28/00 (tg)

OPERATOR SERVICES

Report/Measurement:
OS-2. Speed to Answer Performance/Percent Answered within "X" Seconds – Toll
Definition:
Measurement of the percent of toll calls that are answered in less than "X" seconds. The number of seconds represented by "X" is thirty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Percent Answered within "X" Seconds measurement for toll 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 "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.
Report Structure:
• Reported for the aggregate of BST and CLECs ➢ State
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (Toll) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date: 02/28/00 (tg)

OPERATOR SERVICES

Report/Measurement:
OS-3. Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA)
Definition:
Measurement of the average time in seconds calls wait before answer by a DA operator.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Average Speed to Answer for DA is calculated by using data 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 BST systems calculate by monitoring the 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 BST systems record as the total number of calls handled by Operator Services DA centers. Since calls abandoned are not reflected in the calculation, the percent answered within the required timeframe is determined by using conversion tables with input for the abandonment rate.
Report Structure:
• Reported for the aggregate of BST and CLECs ➢ State
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (DA) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date: 02/28/00 (tg)

OPERATOR SERVICES

Report/Measurement:
OS-4. Speed to Answer Performance/Percent Answered within "X" Seconds – Directory Assistance (DA)
Definition:
Measurement of the percent of DA calls that are answered in less than "X" seconds. The number of seconds represented by "X" is twenty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Percent Answered within "X" Seconds measurement for 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 "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.
Report Structure:
• Reported for the aggregate of BST and CLECs ➢ State
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (DA) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date: 02/28/00 (tg)

E911

Report/Measurement:
E-1. Timeliness
Definition:
Measures the percentage of batch orders for E911 database updates (to CLEC resale and BST retail records) processed successfully within a 24-hour period.
Exclusions:
• Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
The 24-hour processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing batch orders extracted from BST's Service Order Communication System (SOCS). Processing stops when SCC loads the individual records to the E911 database. No distinctions are made between CLEC resale records and BST retail records.
Calculation:
E911 Timeliness = Σ (Number of batch orders processed within 24 hours ÷ Total number of batch orders submitted) X 100
Report Structure:
• Reported for the aggregate of CLEC resale updates and BST retail updates ➢ State ➢ Region
Levels of Disaggregation:
None
Data Retained
• Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date: 02/28/00 (tg)

E911

Report/Measurement:
E-2. Accuracy
Definition:
Measures the individual E911 telephone number (TN) record updates (to CLEC resale and BST retail records) processed successfully for E911 with no errors.
Exclusions:
• Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
Accuracy is based on the number of records processed without error at the conclusion of the processing cycle. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing telephone number (TN) records extracted from BST's Service Order Communication System (SOCS). No distinctions are made between CLEC resale records and BST retail records.
Calculation:
E911 Accuracy = Σ(Number of record individual updates processed with no errors ÷ Total number of individual record updates) X 100
Report Structure:
• Reported for the aggregate of CLEC resale updates and BST retail updates ➢ State ➢ Region
Level of Disaggregation:
None
Data Retained
• Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date: 02/28/00 (tg)

E911

Report/Measurement:
E-3. Mean Interval
Definition:
Measures the mean interval processing of E911 batch orders (to update CLEC resale and BST retail records).
Exclusions:
• Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
The processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Data is posted in 4-hour increments up to and beyond 24 hours. No distinctions are made between CLEC resale records and BST retail records.
Calculation:
E911 Mean Interval = Σ (Date and time of batch order completion – Date and time of batch order submission) ÷ (Number of batch orders completed)
Report Structure:
• Reported for the aggregate of CLEC resale updates and BST retail updates ➢ State ➢ Region
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
• Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date: 02/28/00 (tg)

TRUNK GROUP PERFORMANCE

Report/Measurement:

TGP-1. Trunk Group Performance-Aggregate

Definition:

A report of aggregate blocking information for CLEC trunk groups and BellSouth trunk groups.

Exclusions:

- Trunk Groups for which valid data is not available for an entire study period
- Duplicate trunk group information

Business Rules:

- Aggregate blocking results are created using the statistical analysis package and are output into Excel with separate table for each geographic area.

- For each geographic area, plots are generated for: a) the monthly blocking by hour for each affecting group (BellSouth or CLEC), and b) the difference between BellSouth blocking data and CLEC blocking data is calculated and plotted.

- The TCBH blocking is calculated by determining the monthly averaging blocking for each hour for each trunk. The hour with the highest usage is selected as the TCBH and the blocking for that hour is reported.

- Trunk Categorization: This report displays, over a reporting cycle, aggregate, weighted average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups to that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows:

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

BellSouth Affecting Category:

	Point A	Point B
Category 9:	BellSouth End Office	BellSouth End Office

TRUNK GROUP PERFORMANCE - (Trunk Group Performance-Aggregate – Continued)

Calculation:

Monthly Weighted Average Blocking:

(Blocking data for each hour X number of valid measurement days within each week) / Σ (Total number of valid measurement days within each week)

Example: Hour		Week 1	Week 2	Week 3	Week 4	Monthly
1	Blocking	1%	0.5%	2%	1.5%	1.8%
	# Days	7	7	5	6	
2	Blocking	0%	0%	0.2%	0.3%	.1%
	# Days	7	5	5	7	
3	Blocking	1%	1%	0.5%	2%	1.1%
	# Days	7	7	7	7	
24	Blocking	1%	0.5%	2%	1.5%	1.2%
	# Days	7	7	5	6	

The monthly weighted average blocking for hour 1 for a particular trunk group is calculated as follows:

$$\frac{(1x5)+(0.5x5)+(2x4)+(1.5x4)}{(5+5+4+4)} = 1.2\%$$

Aggregate Monthly Blocking:

(Monthly weighted average blocking value for each trunk group) X (number of trunks within each trunk group) / Σ (number of trunks in the aggregate group)

Example: Trunk Group	Trunks in Service	Blocking Hour 1	Blocking Hour 2	Blocking Hour 3	Blocking Hour 4	..... Blocking Hour 24
A	24	3%	0%	1%	0%	0%
B	144	2%	0%	1%	0.5%	0.5%
C	528	0%	0.5%	1%	1%	1%
D	316	1%	0%	1%	0.1%	0%
E	940	1%	1%	4%	0%	0%
Aggregate		0.8%	0.6%	2.4%	0.3%	0.3%

The aggregate weighted monthly blocking for hour 1 is calculated as follows:

$$\frac{(3x24)+(2x144)+(0x528)+(1x316)+(1x940)}{(24+144+528+316+940)} = 0.8\%$$

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BST trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Report Structure:

- CLEC Aggregate
  - State

Level of Disaggregation:

Trunk Group

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Total Trunk Groups • Number of Trunk Groups by CLEC • Hourly average blocking per trunk group	• Report Month • Total Trunk Groups • Aggregate Hourly average blocking

Retail Analog/Benchmark:

Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more than 0.5% = a miss using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BST.

Revision Date: 02/28/00 (tm)

TRUNK GROUP PERFORMANCE

Report/Measurement:

TGP-2. Trunk Group Performance-CLEC Specific

Definition:

A report of blocking information for CLEC trunk groups.

Exclusions:

- Trunk Groups for which valid data is not available for an entire study period
- Duplicate trunk group information

Business Rules:

- Aggregate blocking results are created using the statistical analysis package and are output into Excel with separate table for each geographic area.
- For each geographic area, plots are generated for the monthly blocking by hour
- The TCBH blocking is calculated by determining the monthly averaging blocking for each hour for each trunk. The hour with the highest usage is selected as the TCBH and the blocking for that hour is reported.
- Trunk Categorization: This report displays, over a reporting cycle, aggregate, weighted average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for CLEC trunk groups. In order to assign trunk groups to the CLEC group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups to that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows:

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

TRUNK GROUP PERFORMANCE - (Trunk Group Performance-CLEC Specific – Continued)

Calculation:

Monthly Weighted Average Blocking:

(Blocking data for each hour X number of valid measurement days within each week) / Σ (Total number of valid measurement days within each week)

Example: Hour		Week 1	Week 2	Week 3	Week 4	Monthly
1	Blocking	1%	0.5%	2%	1.5%	1.8%
	# Days	7	7	5	6	
2	Blocking	0%	0%	0.2%	0.3%	.1%
	# Days	7	5	5	7	
3	Blocking	1%	1%	0.5%	2%	1.1%
	# Days	7	7	7	7	5
24	Blocking	1%	0.5%	2%	1.5%	1.2%
	# Days	7	7	5	6	

The monthly weighted average blocking for hour 1 for a particular trunk group is calculated as follows:

$$\frac{(1x5)+(0.5x5)+(2x4)+(1.5x4)}{(5+5+4+4)} = 1.2\%$$

Aggregate Monthly Blocking:

(Monthly weighted average blocking value for each trunk group) X (number of trunks within each trunk group) / Σ (number of trunks in the aggregate group)

Example: Trunk Group	Trunks in Service	Blocking Hour 1	Blocking Hour 2	Blocking Hour 3	Blocking Hour 4	..... Hour 24
A	24	3%	0%	1%	0%	0%
B	144	2%	0%	1%	0.5%	0.5%
C	528	0%	0.5%	1%	1%	1%
D	316	1%	0%	1%	0.1%	0%
E	940	1%	1%	4%	0%	0%
Aggregate		0.8%	0.6%	2.4%	0.3%	0.3%

The aggregate weighted monthly blocking for hour 1 is calculated as follows:

$$\frac{(3x24)+(2x144)+(0x528)+(1x316)+(1x940)}{(24+144+528+316+940)} = 0.8\%$$

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BST trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Report Structure:

- CLEC Specific
- Trunk Group

Level of Disaggregation:

Trunk Group

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Total Trunk Groups • Number of Trunk Groups by CLEC • Hourly average blocking per trunk group	• Report Month • Total Trunk Groups • Aggregate Hourly average blocking

Retail Analog/Benchmark:

Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more than 0.5% = a miss using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BST.

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TRUNK GROUP PERFORMANCE

Report/Measurement:

TGP-3. Trunk Group Service Report

Definition:

A report of the percent blocking above the Measured Blocking Threshold (MBT) on all final trunk groups between CLEC Points of Termination and BST end offices or tandems.

Exclusions:

- Trunk groups for which valid traffic data is not available
- High use trunk groups

Business Rules:

Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK), a Telcordia (BellCore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.

Calculation:

Measured blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100

Report Structure:

- BST Aggregate
  - CTTG
  - Local
- CLEC Aggregate
  - BST Administered CLEC Trunk
  - CLEC Administered CLEC Trunk
- CLEC Specific
  - BST Administered CLEC Trunk
  - CLEC Administered CLEC Trunk

Level of Disaggregation:

State

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT	• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT

Retail Analog/Benchmark:

CLEC Trunk Blockage/BST Trunk Blockage
See Appendix D

Revision Date: 02/28/00 (tm)

TRUNK GROUP PERFORMANCE

Report/Measurement:

TGP-4. Trunk Group Service Detail

Definition:

A detailed list of all final trunk groups between CLEC Points of Presence and BST end offices or tandems, and the actual blocking performance when the blocking exceeds the Measured Blocking Threshold (MBT) for the trunk groups.

Exclusions:

- **Trunk groups for which valid traffic data is not available**
- High use trunk groups

Business Rules:

Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK), a Telcordia (Bellcore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.

Calculation:

Measured Blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100

Report Structure:

- BST Specific
  - Traffic Identity
  - TGSN
  - Tandem
  - End Office
  - Description
  - Observed Blocking
  - Busy Hour
  - Number Trunks
  - Valid study days
  - Number reports
  - Remarks
- CLEC Specific
  - Traffic Identity
  - TGSN
  - Tandem
  - CLEC POT
  - Description
  - Observed Blocking
  - Busy Hour
  - Number Trunks
  - Valid study days
  - Number reports
  - Remarks

Level of Disaggregation:

State

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • **Percent of trunk groups with blocking greater than the MBT** • **Traffic identity, TGSN, end points,** description, busy hour, valid study days, number reports	• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT • Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports

Retail Analog/Benchmark:

CLEC Trunk Blockage/BST Blockage
See Appendix D

Revision Date: 02/28/00 (tm)

COLLOCATION

Report/Measurement:
C-1. Average Response Time
Definition:
Measures the average time (counted in business days) from the receipt of a complete and accurate collocation application (including receipt of application fees) to the date BellSouth responds in writing.
Exclusions:
• Requests to augment previously completed arrangements • Any application cancelled by the CLEC
Business Rules:
The clock starts on the date that BST receives a complete and accurate collocation application accompanied by the appropriate application fee. The clock stops on the date that BST returns a response. The clock will restart upon receipt of changes to the original application request.
Calculation:
Average Response Time = Σ(Request Response Date) – (Request Submission Date) / Count of Responses Returned within Reporting Period.
Report Structure:
• Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
• State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA) • Virtual • Physical
Data Retained:
• Report period • Aggregate data
Retail Analog/Benchmark:
See Appendix D

Revision Date: 01/27/00 (tg)

COLLOCATION

Report/Measurement:
C-2. Average Arrangement Time
Definition:
Measures the average time from the receipt of a complete and accurate Bona Fide firm order (including receipt of appropriate fee) to the date BST completes the collocation arrangement.
Exclusions:
• Any Bona Fide firm order cancelled by the CLEC • Bona Fide firm orders to augment previously completed arrangements • Time for BST to obtain permits • Time during which the collocation contract is being negotiated
Business Rules:
The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The clock stops upon submission of the permit request and restarts upon receipt of the approved permit. Changes (affecting the provisioning interval or capital expenditures) that are submitted while provisioning is in progress may alter the completion date. The clock stops on the date that BST completes the collocation arrangement.
Calculation:
Average Arrangement Time = Σ(Date Collocation Arrangement is Complete) – (Date Order for Collocation Arrangement Submitted) / Total Number of Collocation Arrangements Completed during Reporting Period.
Report Structure:
• Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
• State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA) • Virtual • Physical
Data Retained:
• Report period • Aggregate data
Retail Analog/Benchmark:
See Appendix D

Revision Date: 01/27/00 (tg)

COLLOCATION

Report/Measurement:
C-3. Percent of Due Dates Missed
Definition:
Measures the percent of missed due dates for collocation arrangements.
Exclusions:
• Any Bona Fide firm order cancelled by the CLEC • Bona Fide firm orders to augment previously completed arrangements • Time for BST to obtain permits • Time during which the collocation contract is being negotiated
Business Rules:
The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The clock stops on the date that BST completes the collocation arrangement.
Calculation:
% of Due Dates Missed = Σ (Number of Orders not completed w/i ILEC Committed Due Date during Reporting Period) / Number of Orders Completed in Reporting Period) X 100
Report Structure:
• Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
• State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area-MSA) • Virtual • Physical
Data Retained:
• Report period • Aggregate data
Retail Analog/Benchmark:
90% ≤ Commit Date

Revision Date: 01/27/00 (tg)

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 ➢ Local Interconnection Trunks ➢ Resale Residence ➢ Resale Business ➢ Resale Design ➢ BST Trunks ➢ BST Residence Retail ➢ BST Business Retail ➢ BST Design Retail *Maintenance and Repair* ➢ Local Interconnection Trunks ➢ UNE Non-Design ➢ UNE Design ➢ Resale Residence ➢ Resale Business ➢ Resale Design ➢ BST Interconnection Trunks ➢ BST Residence Retail ➢ BST Business Retail ➢ BST Design 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: **Maintenance Query Types:**	➢ Address ➢ Telephone Number ➢ Appointment Scheduling ➢ Customer Service Record ➢ Feature Availability
Report Levels	➢ CLEC RESH ➢ CLEC MSA ➢ CLEC State ➢ CLEC Region ➢ Aggregate CLEC State ➢ Aggregate CLEC Region ➢ BST State ➢ BST Region

* Scope is report, data source and system dependent, and, therefore, will differ with each report.

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
	AUTO CLARIFICATION	The number of LSRs that were electronically rejected from LESOG and electronically returned to the CLEC for correction.
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.

Appendix B: Glossary of Acronyms and Terms – Continued

C	**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
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	**FATAL REJECT**	The number of LSRs that were electronically rejected from LEO, which checks to see of the LSR has all the required fields correctly populated
	FLOW-THROUGH	In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the BST OSS without manual or 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.

Appendix B: Glossary of Acronyms and Terms - Continued

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 that 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.

Appendix B: Glossary of Acronyms and Terms – Continued

N	NC	"No Circuits" - All circuits busy announcement.
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

Appendix B: Glossary of Acronyms and Terms – Continued

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.
		RSAG software contract for address search
	RSAGADDR	RSAG software contract for telephone number search
	RSAGTN	
S	**SOCS**	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.
	SOIR	Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911.
T	**TAFI**	Trouble Analysis Facilitation Interface - The BellSouth Operations System that supports trouble receipt center personnel in taking and handling customer trouble reports.
	TAG	Telecommunications Access Gateway – TAG was designed to provide an electronic interface, or machine-to-machine interface for the bi-directional flow of information between BellSouth's OSSs and participating CLECs.
	TN	Telephone Number
	TOTAL MANUAL FALLOUT	The number of LSRs which are entered electronically but require manual entering into a service order generator.
U	**UNE**	Unbundled Network Element
V		
W	**WTN**	A unique identifier for elements combined in a service configuration
X		
Y		
Z		
Σ		Sum of:

Appendix C

BELLSOUTH'S AUDIT POLICY:

BellSouth currently provides many CLECs with certain audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit of the SQM for every CLEC with which it has a contract. BellSouth has developed a proposed Audit Plan for use by the parties to an audit. If requested by a Public Service Commission or by a CLEC exercising contractual audit rights, BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLEC(s) for each of the next five (5) years (2000 – 2005), 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 shall be borne 50% by BellSouth and 50% by the CLEC or CLECs.

2. The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).

3. BellSouth, the PSC and the CLEC(s) shall jointly determine the scope of the audit.

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

APPENDIX D Analogs and Benchmarks				
BST SQM Category	**MEASURES AND SUB-METRICS**	**RESALE** Retail Analogue	**UNES** Retail Analogue	Benchmark*
Pre-Ordering	**Percent Response Received within "X" seconds**	Parity w/ retail where applicable.		
	OSS Interface Availability			99.5%
Ordering	**Percent Flow-Through Service Request** • Residence • Business • UNE			90% 80% 80%
	Percent Rejected Service Request	Diagnostic		Diagnostic.
	Reject Interval (Mechanized)	UD	UD	95% within 1 hrs
	• Reject Interval (Non-Mechanized and Partially Mechanized)	UD	UD	85% < 24 hrs
	Firm Order Confirmation Timeliness (Mechanized) (Non-Mechanized and Partially Mechanized)	UD	UD	95% within 4 hrs 85% <48 Hrs
	Speed of Answer in Ordering Center	X	X	
Provisioning	**Mean Held Order Interval**			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	

APPENDIX D
Analogs and Benchmarks

BST SQM Category	MEASURES AND SUB-METRICS	RESALE Retail Analogue	UNES Retail Analogue	Benchmark*
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Average Jeopardy Notice Interval (Mechanized)			
	• Resale Residence			95% >=24 Hrs
	• Resale Business			95% >=24 Hrs
	• Resale Design			95% >=24 Hrs
	• Resale PBX			95% >=24 Hrs
	• Resale Centrex			95% >=24 Hrs
	• Resale IDSN			95% >=24 Hrs
	• UNE Loop and Port Combos			95% >=24 Hrs
	• UNE 2w Loop with NP – Non-Design			95% >=24 Hrs
	• UNE 2w Loop without NP – Non-Design			95% >=24 Hrs
	• UNE Loop Other with NP Non-Design			95% >=24 Hrs
	• UNE Loop Other without NP Non-Design			95% >=24 Hrs
	• UNE Other Non Design			95% >=24 Hrs
	• UNE 2w Loop with NP – Design			95% >=24 Hrs
	• UNE 2w Loop without NP – Design			95% >=24 Hrs
	• UNE Loop Other with NP – Design			95% >=24 Hrs
	• UNE Loop Other without NP - Design			95% >=24 Hrs
	• UNE Other Design			95% >=24 Hrs
	• Local Interconnection Trunks			95% >=24 Hrs
	% of Orders given jeopardy notice (Mechanized)			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	

APPENDIX D Analogs and Benchmarks				
BST SQM Category	**MEASURES AND SUB-METRICS**	**RESALE** Retail Analogue	**UNES** Retail Analogue	Benchmark*
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Percent Missed Installation Appointments			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Order Completion Interval			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		

APPENDIX D Analogs and Benchmarks				
BST SQM Category	**MEASURES AND SUB-METRICS**	**RESALE** Retail Analogue	**UNES** Retail Analogue	Benchmark*
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Average Completion Notice Interval – Resale POTS (Mech)			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Percent Provisioning Troubles within 30 Days			

APPENDIX D
Analogs and Benchmarks

BST SQM Category	MEASURES AND SUB-METRICS	RESALE Retail Analogue	UNES Retail Analogue	Benchmark*
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Total Service Order Cycle Time	Diag.	Diagnostic	Diagnostic
Maintenance	**Customer Trouble Report Rate**			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop – Design		Retail Residence and Business	
	• UNE Loop Other – Design		Retail Design	
	• UNE Other Design		Retail Design	

APPENDIX D Analogs and Benchmarks				
BST SQM Category	**MEASURES AND SUB-METRICS**	**RESALE** Retail Analogue	**UNES** Retail Analogue	Benchmark*
	• Local Interconnection Trunks	X		
	Percent Missed Repair Appointments			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop – Design		Retail Residence and Business	
	• UNE Loop Other – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Maintenance Average Duration			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop – Design		Retail Residence and Business	
	• UNE Loop Other – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Percent Repeat Troubles within 30 Days			
	• Resale Residence	X		

APPENDIX D Analogs and Benchmarks				
BST SQM Category	**MEASURES AND SUB-METRICS**	**RESALE** Retail Analogue	**UNES** Retail Analogue	Benchmark*
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop – Design		Retail Residence and Business	
	• UNE Loop Other – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Out of Service > 24hrs			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop – Design		Retail Residence and Business	
	• UNE Loop Other – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	OSS Interface Availability • All systems except ECTA	X		
	• ECTA			99.5%
	OSS Response Interval and % • TAFI (Front End)	X		

APPENDIX D
Analogs and Benchmarks

BST SQM Category	MEASURES AND SUB-METRICS	RESALE Retail Analogue	UNES Retail Analogue	Benchmark*
	• CRIS, DLETH, DLR, OSPCM, LMOS, LMOSUP, MARCH, Predictor, SOCS, LNP (Parity by Design)	PBD		
	Average Answer Time – Repair Center	X		
Billing	**Invoice Accuracy**	X		
	Mean Time To Deliver Invoices	X		
	Usage Data Delivery Accuracy	X		
	Usage Data Delivery Timeliness	X		
	Usage Data Delivery Completeness	X		
	Mean Time to Deliver Usage	X		
Operator Services (Toll)	**Average Speed to Answer**	PBD		
	% Answered in "X" Seconds	PBD		
Directory Assistance	**Average Speed to Answer**	PBD		
	% Answered in "X" Seconds	PBD		
E911	**Timeliness**	PBD		
	Accuracy	PBD		
	Mean Interval	PBD		
Trunk Group Performance (Blockage)	**Trunk Group Service Report (Percent Trunk Blockage)** Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more than 0.5% = a miss using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BST.	X		
	Trunk Group Service Report (Percent Trunk Blockage)	X		
LNP	**Average Disconnect Timeliness Interval**			
	Percent Missed Installation Appointments		Retail Residence and Business	
	FOC Mechanized			95% ≤4 hours
	% Reject Service Request		Diagnostic	
	Average Reject Interval Mechanized			95% ≤1 hour
	TSOC		Diagnostic	
	% Flow Through			80%

APPENDIX D
Analogs and Benchmarks

BST SQM Category	MEASURES AND SUB-METRICS	RESALE Retail Analogue	UNES Retail Analogue	Benchmark*
Customer Coordinated Conversions	**Coordinated Customer Conversions – UNE Loop**			95% ≤ 15 min
	Coordinated Customer Conversions – LNP			95% ≤ 15 min
Collocation +	**% of Due Dates Missed**			90% ≤ Commi Date
	Average Response Time		FL PSC is addressing this in generic docket	
+A contract with each CLEC required.	**Average Arrangement Time**		FL PSC is addressing this in generic docket	

Note 1: PBD = Parity by Design. UD = Under Development – Benchmarks will be replaced when Analogs are complete.

Note 2: The retail analog for UNE Non-Design and UNE 2w Loops – Design is the average of Retail Residence Dispatch and Retail Business Dispatch transactions for the particular month. The retail analog for other UNE Design is Retail Design Dispatch.

Note 3: Analogs and Benchmarks will be re-evaluated periodically, at least once a year, to validate applicability.

Appendix E

In the event that the FCC or any State Commission adopts, orders, or imposes on BellSouth any standard, measurements, or performance requirements in addition to or different from the standards, measurements, and performance requirements contained in this Attachment, the Parties shall amend this Attachment to incorporate such standards, measurements, or performance requirements at either Party's request in accordance with Section 35 of the General Terms and Conditions of this Agreement; provided, however, that if KMC Telecom elects to retain the performance measurements set forth in this Attachment rather than to adopt the standards, measurements, or performance requirements so ordered or imposed, BellSouth will continue to provide KMC Telecom the performance measurements set forth herein.

EXHIBIT B

VSEEM III TIER-1 SUBMETRICS

- FOC Timeliness (Mechanized only)
- Reject Interval (Mechanized only)
- Order Completion Interval (Dispatch only) – Resale POTS
- Order Completion Interval (Dispatch only) – Resale Design
- Order Completion Interval (No Dispatch only) – UNE Loop and Port Combos
- Order Completion Interval ('w' code orders, Dispatch only) – UNE Loops
- Order Completion Interval (Dispatch only) – IC Trunks
- Percent Missed Installation Appointments – Resale POTS
- Percent Missed Installation Appointments – Resale Design
- Percent Missed Installation Appointments – UNE Loop and Port Combos
- Percent Missed Installation Appointments – UNE Loops
- Percent Provisioning Troubles within 4 Days - Resale POTS
- Percent Provisioning Troubles within 4 Days - Resale Design
- Percent Provisioning Troubles within 4 Days - UNE Loop and Port Combos
- Percent Provisioning Troubles within 4 Days - UNE Loops
- Customer Trouble Report Rate – Resale POTS
- Customer Trouble Report Rate – Resale Design
- Customer Trouble Report Rate - UNE Loop and Port Combos
- Customer Trouble Report Rate - UNE Loops
- Percent Missed Repair Appointments – Resale POTS
- Percent Missed Repair Appointments - Resale Design
- Percent Missed Repair Appointments - UNE Loop and Port Combos
- Percent Missed Repair Appointments - UNE Loops
- Maintenance Average Duration – Resale POTS
- Maintenance Average Duration – Resale Design
- Maintenance Average Duration - UNE Loop and Port Combos
- Maintenance Average Duration - UNE Loops
- Maintenance Average Duration – IC Trunks
- Percent Repeat Troubles within 30 Days – Resale POTS
- Percent Repeat Troubles within 30 Days – Resale Design
- Percent Repeat Troubles within 30 Days - UNE Loop and Port Combos
- Percent Repeat Troubles within 30 Days - UNE Loops
- Percent Trunk Blockage
- LNP Disconnect Timeliness
- LNP Percent Missed Installation Appointment
- Coordinated Customer Conversions for UNE Loops
- Coordinated Customer Conversions for LNP
- Percent Missed Collocation Due Dates

VSEEM III TIER-2 SUBMETRICS

- Percent Response Received within "X" seconds – Pre-Order OSS
- OSS Interface Availability
- Order Process Percent Flow-Through (Mechanized only)
- Order Completion Interval (Dispatch only) – Resale POTS
- Order Completion Interval (Dispatch only) – Resale Design
- Order Completion Interval (No Dispatch only) – UNE Loop and Port Combos
- Order Completion Interval ('w' code orders, Dispatch only) – UNE Loops
- Order Completion Interval (Dispatch only) – IC Trunks
- Percent Missed Installation Appointments – Resale POTS
- Percent Missed Installation Appointments – Resale Design
- Percent Missed Installation Appointments – UNE Loop and Port Combos
- Percent Missed Installation Appointments – UNE Loops
- Percent Provisioning Troubles within 4 Days - Resale POTS
- Percent Provisioning Troubles within 4 Days - Resale Design
- Percent Provisioning Troubles within 4 Days - UNE Loop and Port Combos
- Percent Provisioning Troubles within 4 Days - UNE Loops
- Customer Trouble Report Rate – Resale POTS
- Customer Trouble Report Rate – Resale Design
- Customer Trouble Report Rate - UNE Loop and Port Combos
- Customer Trouble Report Rate - UNE Loops
- Percent Missed Repair Appointments – Resale POTS
- Percent Missed Repair Appointments - Resale Design
- Percent Missed Repair Appointments - UNE Loop and Port Combos
- Percent Missed Repair Appointments - UNE Loops
- Maintenance Average Duration – Resale POTS
- Maintenance Average Duration – Resale Design
- Maintenance Average Duration - UNE Loop and Port Combos
- Maintenance Average Duration - UNE Loops
- Maintenance Average Duration – IC Trunks
- Percent Repeat Troubles within 30 Days – Resale POTS
- Percent Repeat Troubles within 30 Days – Resale Design
- Percent Repeat Troubles within 30 Days - UNE Loop and Port Combos
- Percent Repeat Troubles within 30 Days - UNE Loops
- Billing Timeliness
- Billing Accuracy
- Usage Data Delivery Timeliness
- Usage Data Delivery Accuracy
- Percent Trunk Blockage
- LNP Disconnect Timeliness
- LNP Percent Missed Installation Appointment
- Coordinated Customer Conversions for UNE Loops
- Coordinated Customer Conversions for LNP
- Percent Missed Collocation Due Dates

VSEEM III TIER-3 SUBMETRICS

- Percent Missed Installation Appointments – Resale POTS
- Percent Missed Installation Appointments – Resale Design
- Percent Missed Installation Appointments – UNE Loop and Port Combos
- Percent Missed Installation Appointments – UNE Loops
- Percent Missed Repair Appointments – Resale POTS
- Percent Missed Repair Appointments - Resale Design
- Percent Missed Repair Appointments - UNE Loop and Port Combos
- Percent Missed Repair Appointments - UNE Loops
- Billing Timeliness
- Billing Accuracy
- Percent Trunk Blockage
- Percent Missed Collocation Due Dates

VSEEM III	MEASURES AND SUB-METRICS	RETAIL ANALOGUE Resale (x) and UNEs	BENCH MARK
Pre-Ordering	Percent Response Received within "X" seconds	Retail Analogue + 4 sec	
	OSS Interface Availability	x	
Ordering	Percent Flow-Through Service Request (Fully Mechanized only)		90%
	Firm Order Confirmation Timeliness (Mechanized only)		95% ≤ 4 hrs
	Reject Interval (Mechanized only)		95% ≤ 1 hrs
Provisioning	Order Completion Interval (Dispatch only) – Resale POTS	x	
	Order Completion Interval (Dispatch only) – Resale Design	x	
	Order Completion Interval (No Dispatch only) – UNE Loop & Port Combos	Retail Residence and Business	
	Order Completion Interval (Dispatch only) – UNE Loops	Design: Retail Design Dispatch 'w' Orders Non-Design: Retail Res, Bus Dispatch 'w' Orders	
	Order Completion Interval (Dispatch only) – IC Trunks	x	
	Percent Missed Installation Appointments – Resale POTS	x	
	Percent Missed Installation Appointments – Resale Design	x	
	Percent Missed Installation Appointments – UNE Loop and Port Combos	Retail Residence and Business	
	Percent Missed Installation Appointments – UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
	Percent Provisioning Troubles within 4 Days - Resale POTS	x	
	Percent Provisioning Troubles within 4 Days - Resale Design	x	
	Percent Provisioning Troubles within 4 Days - UNE Loop and Port Combos	Retail Residence and Business	
	Percent Provisioning Troubles within 4 Days - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
Maintenance	Customer Trouble Report Rate – Resale POTS	x	
	Customer Trouble Report Rate – Resale Design	x	
	Customer Trouble Report Rate - UNE Loop and Port Combos	Retail Residence and Business	
	Customer Trouble Report Rate - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
	Percent Missed Repair Appointments – Resale POTS	x	
	Percent Missed Repair Appointments - Resale Design	x	
	Percent Missed Repair Appointments - UNE Loop and Port Combos	Retail Residence and Business	
	Percent Missed Repair Appointments - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	

NOTES: [1] The retail analog for UNE Non-Design is the average of all retail residence and retail business transactions for the particular month. The retail analog for UNE Design is calculated similarly using retail residence, business and design results.
[2] UD = Under Development

Maintenance Continued	Maintenance Average Duration – Resale POTS	x	
	Maintenance Average Duration – Resale Design	x	
	Maintenance Average Duration - UNE Loop and Port Combos	Retail Residence and Business	
	Maintenance Average Duration - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
	Maintenance Average Duration – IC Trunks	x	
	Percent Repeat Troubles within 30 Days – Resale POTS	x	
	Percent Repeat Troubles within 30 Days – Resale Design	x	
	Percent Repeat Troubles within 30 Days - UNE Loop and Port Combos	Retail Residence and Business	
	Percent Repeat Troubles within 30 Days - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
Billing	Invoice Accuracy	x	
	Mean Time To Deliver Invoices	x	
	Usage Data Delivery Accuracy	x	
	Usage Data Delivery Timeliness	x	
Trunk Blockage	Trunk Group Service Report (Percent Trunk Blockage)	x	
LNP	Average Disconnect Timeliness Interval		UD [2]
	Percent Missed Installation Appointments		UD [2]
CC Conversions	Coordinated Customer Conversions – UNE Loop		95% ≤ 15 min
	Coordinated Customer Conversions – LNP		95% ≤ 15 min
Collocation	% of Due Dates Missed		≤ 10%

NOTES: [1] The retail analog for UNE Non-Design is the average of all retail residence and retail business transactions for the particular month. The retail analog for UNE Design is calculated similarly using retail residence, business and design results.
[2] UD = Under Development

EXHIBIT C

Statistical Methods for BellSouth Performance Measure Analysis

I. Necessary Properties for a Test Methodology

The statistical process for testing if competing local exchange carriers (CLECs) customers are being treat equally with BellSouth (BST) customers involves more than just a mathematical formula. Three key elements need to be considered before an appropriate decision process can be developed. These are

- the type of data,
- the type of comparison, and
- the type of performance measure.

Once these elements are determined a test methodology should be developed that complies with the following properties.

- Like-to-Like Comparisons. When possible, data should be compared at appropriate levels, e.g. wire center, time of month, dispatched, residential, new orders. The testing process should:
  - Identify variables that may affect the performance measure.
  - Record these important confounding covariates.
  - Adjust for the observed covariates in order to remove potential biases and to make the CLEC and the ILEC units as comparable as possible.
- Aggregate Level Test Statistic. Each performance measure of interest should be summarized by one overall test statistic giving the decision maker a rule that determines whether a statistically significant difference exists. The test statistic should have the following properties.
  - The method should provide a single overall index, on a standard scale.
  - If entries in comparison cells are exactly proportional over a covariate, the aggregated index should be very nearly the same as if comparisons on the covariate had not been done.
  - The contribution of each comparison cell should depend on the number of observations in the cell.
  - Cancellation between comparison cells should be limited.
  - The index should be a continuous function of the observations.
- Production Mode Process. The decision system must be developed so that it does not require intermediate manual intervention, i.e. the process must be a "black box."
  - Calculations are well defined for possible eventualities.
  - The decision process is an algorithm that needs no manual intervention.
  - Results should be arrived at in a timely manner.
  - The system must recognize that resources are needed for other performance measure-related processes that also must be run in a timely manner.
  - The system should be auditable, and adjustable over time.
- Balancing. The testing methodology should balance Type I and Type II Error probabilities.
  - P(Type I Error) = P(Type II Error) for well defined null and alternative hypotheses.
  - The formula for a test's balancing critical value should be simple enough to calculate using standard mathematical functions, i.e. one should avoid methods that require computationally intensive techniques.

- Little to no information beyond the null hypothesis, the alternative hypothesis, and the number of observations should be required for calculating the balancing critical value.

In the following sections we describe appropriate testing processes that adhere as much as possible to the testing principles.

Measurement Types

The performance measures that will undergo testing are of three types:

1) means
2)proportions, and
3)rates

While all three have similar characteristics (a proportion is the average of a measure that takes on only the values of 0 or 1), a proportion or rate is derived from count data while a mean is generally an average of interval measurements.

II. Testing Methodology – The Truncated Z

Many covariates are chosen in order to provide deep comparison levels. In each comparison cell, a Z statistic is calculated. The form of the Z statistic may vary depending on the performance measure, but it should be distributed approximately as a standard normal, with mean zero and variance equal to one. Assuming that the test statistic is derived so that it is negative when the performance for the CLEC is worse than for the ILEC, a positive truncation is done – i.e. if the result is negative it is left alone, if the result is positive it is changed to zero. A weighted average of the truncated statistics is calculated where a cell weight depends on the volume of BST and CLEC orders in the cell. The weighted average is re-centered by the theoretical mean of a truncated distribution, and this is divided by the standard error of the weighted average. The standard error is computed assuming a fixed effects model.

Proportion Measures

For performance measures that are calculated as a proportion, in each adjustment cell, the truncated Z and the moments for the truncated Z can be calculated in a direct manner. In adjustment cells where proportions are not close to zero or one, and where the sample sizes are reasonably large, a normal approximation can be used. In this case, the moments for the truncated Z come directly from properties of the standard normal distribution. If the normal approximation is not appropriate, then the Z statistic is calculated from the hypergeometric distribution. In this case, the moments of the truncated Z are calculated exactly using the hypergeometric probabilities.

Rate Measures

The truncated Z methodology for rate measures has the same general structure for calculating the Z in each cell as proportion measures. For a rate measure, there are a fixed number of circuits or units for the CLEC, n_{2j} and a fixed number of units for BST, n_{1j}. Suppose that the performance measure is a "trouble rate." The modeling assumption is that the occurrence of a trouble is independent between units and the number of troubles in n circuits follows a Poisson distribution with mean λ n where λ is the probability of a trouble in 1 circuit and n is the number of circuits.

In an adjustment cell, if the number of CLEC troubles is greater than 15 and the number of BST troubles is greater than 15, then the Z test is calculated using the normal approximation to the Poisson. In this case, the moments of the truncated Z come directly from properties of the standard normal distribution. Otherwise, if there are very few troubles, the number of CLEC troubles can be modeled using a binomial distribution with n equal to the total number of troubles (CLEC plus BST troubles.) In this case, the moments for the truncated Z are calculated explicitly using the binomial distribution.

Mean Measures

For mean measures, an adjusted t statistic is calculated for each like-to-like cell which has at least 7 BST and 7 CLEC transactions. A permutation test is used when one or both of the BST and CLEC sample sizes is less than 6. Both the adjusted t statistic and the permutation calculation are described in the technical appendix.

APPENDIX
TECHNICAL DESCRIPTION

We start by assuming that any necessary trimming of the data is complete, and that the data are disaggregated so that comparisons are made within appropriate classes or adjustment cells that define "like" observations.

NOTATION AND EXACT TESTING DISTRIBUTIONS

Below, we have detailed the basic notation for the construction of the truncated z statistic. In what follows the word "cell" should be taken to mean a like-to-like comparison cell that has both one (or more) ILEC observation and one (or more) CLEC observation.

L = the total number of occupied cells

j = 1,...,L; an index for the cells

n_{1j} = the number of ILEC transactions in cell j

n_{2j} = the number of CLEC transactions in cell j

n_j = the total number transactions in cell j; $n_{1j}+ n_{2j}$

X_{1jk} = individual ILEC transactions in cell j; $k = 1,\ldots, n_{1j}$

X_{2jk} = individual CLEC transactions in cell j; $k = 1,\ldots, n_{2j}$

Y_{jk} = individual transaction (both ILEC and CLEC) in cell j

$$= \begin{cases} X_{1jk} & k = 1,\ldots, n_{1j} \\ X_{2jk} & k = n_{1j}+1,\ldots, n_j \end{cases}$$

$\Phi^{-1}(\cdot)$ = the inverse of the cumulative standard normal distribution function

For Mean Performance Measures the following additional notation is needed.

$\overline{X}_{1j}$ = the ILEC sample mean of cell j

$\overline{X}_{2j}$ = the CLEC sample mean of cell j

s^2_{1j} = the ILEC sample variance in cell j

s^2_{2j} = the CLEC sample variance in cell j

y_{jk} = a random sample of size n_{2j} from the set of $Y_{j1},\ldots, Y_{jn_j}$; $k = 1,\ldots,n_{2j}$

M_j = the total number of distinct pairs of samples of size n_{1j} and n_{2j};

$$= \binom{n_j}{n_{1j}}$$

The exact parity test is the permutation test based on the "modified Z" statistic. For large samples, we can avoid permutation calculations since this statistic will be normal (or Student's t) to a good approximation. For small samples, where we cannot avoid permutation calculations, we have found that the difference between "modified Z" and the textbook "pooled Z" is negligible. We therefore propose to use the permutation test based on pooled Z for small samples. This decision speeds up the permutation computations considerably, because for each permutation we need only compute the sum of the CLEC sample values, and not the pooled statistic itself.

A permutation probability mass function distribution for cell j, based on the "pooled Z" can be written as

$$PM(t) = P(\sum_{k} y_{jk} = t) = \frac{\textit{the number of samples that sum to } t}{M_j},$$

and the corresponding cumulative permutation distribution is

$$CPM(t) = P(\sum_{k} y_{jk} \le t) = \frac{\textit{the number of samples with sum } \le t}{M_j}.$$

For Proportion Performance Measures the following notation is defined

a_{1j} = the number of ILEC cases possessing an attribute of interest in cell j

a_{2j} = the number of CLEC cases possessing an attribute of interest in cell j

a_j = the number of cases possessing an attribute of interest in cell j; $a_{1j} + a_{2j}$

The exact distribution for a parity test is the hypergeometric distribution. The hypergeometric probability mass function distribution for cell j is

$$HG(h) = P(H = h) = \begin{cases} \dfrac{\binom{n_{1j}}{h}\binom{n_{2j}}{a_j - h}}{\binom{n_j}{a_j}}, & \max(0, a_j - n_{2j}) \le h \le \min(a_j, n_{1j}) \\ 0 & \text{otherwise} \end{cases}$$

and the cumulative hypergeometric distribution is

$$CHG(x) = P(H \le x) = \begin{cases} 0 & x < \max(0, a_j - n_{1j}) \\ \sum_{h=\max(0, a_j - n_{1j})}^{x} HG(h), & \max(0, a_j - n_{1j}) \le x \le \min(a_j, n_{2j}) \\ 1 & x > \min(a_j, n_{2j}) \end{cases}.$$

For Rate Measures, the notation needed is defined as

b_{1j} = the number of ILEC base elements in cell j

b_{2j} = the number of CLEC base elements in cell j

b_j = the total number of base elements in cell j; $b_{1j} + b_{2j}$

$\bar{p}_{1j}$ = the ILEC sample rate of cell j; n_{1j}/b_{1j}

$\bar{p}_{2j}$ = the CLEC sample rate of cell j; n_{2j}/b_{2j}

q_j = the relative proportion of CLEC elements for cell j; b_{2j}/b_j

The exact distribution for a parity test is the binomial distribution. The binomial probability mass function distribution for cell j is

$$BN(k) = P(B = k) = \begin{cases} \binom{n_j}{k} q_j^k (1-q_j)^{n_j - k}, & 0 \le k \le n_j \\ 0 & \text{otherwise} \end{cases},$$

and the cumulative binomial distribution is

$$CBN(x) = P(B \le x) = \begin{cases} 0 & x < 0 \\ \sum_{k=0}^{x} BN(k), & 0 \le x \le n_j \\ 1 & x > n_j \end{cases}.$$

CALCULATING THE TRUNCATED Z

The general methodology for calculating an aggregate level test statistic is outlined below.

1. **Calculate cell weights, W_j.** A weight based on the number of transactions is used so that a cell which has a larger number of transactions has a larger weight. The actual weight formulae will depend on the type of measure.

Mean Measure

$$W_j = \sqrt{\frac{n_{1j} n_{2j}}{n_j}}$$

Proportion Measure

$$W_j = \sqrt{\frac{n_{2j} n_{1j}}{n_j} \cdot \frac{a_j}{n_j} \cdot \left(1 - \frac{a_j}{n_j}\right)}$$

Rate Measure

$$W_j = \sqrt{\frac{b_{1j} b_{2j}}{b_j} \cdot \frac{n_j}{b_j}}$$

2. **In each cell, calculate a Z value, Z_j.** A Z statistic with mean 0 and variance 1 is needed for each cell.

   - If $W_j = 0$, set $Z_j = 0$.
   - Otherwise, the actual Z statistic calculation depends on the type of performance measure.

Mean Measure

$$Z_j = \Phi^{-1}(\alpha)$$

where α is determine by the following algorithm.

If $\min(n_{1j}, n_{2j}) > 6$, then determine α as

$$\alpha = P(t_{n_{1j}-1} \le T_j),$$

that is, α is the probability that a t random variable with n_{1j} - 1 degrees of freedom, is less than

$$T_j = t_j + \frac{g}{6}\left(\frac{n_{1j}+2n_{2j}}{\sqrt{n_{1j}\,n_{2j}(n_{1j}+n_{2j})}}\right)\left(t^2+\frac{n_{2j}-n_{1j}}{2n_{1j}+n_{2j}}\right),$$

where

$$t_j = \frac{\bar{X}_{1j}-\bar{X}_{2j}}{s_{1j}\sqrt{\frac{1}{n_{1j}}+\frac{1}{n_{2j}}}}$$

and the coefficient g is an estimate of the skewness of the parent population, which we assume is the same in all cells. It can be estimated from the ILEC values in the largest cells. This needs to be done only once for each measure. We have found that attempting to estimate this skewness parameter for each cell separately leads to excessive variability in the "adjusted" t. We therefore use a single compromise value in all cells.

Note, that t_j is the "modified Z" statistic. The statistic T_j is a "modified Z" corrected for the skewness of the ILEC data.

If $\min(n_{1j}, n_{2j}) \le 6$, and

a) $M_j \le 1{,}000$ (the total number of distinct pairs of samples of size n_{1j} and n_{2j} is 1,000 or less).

- Calculate the sample sum for all possible samples of size n_{2j}.
- Rank the sample sums from smallest to largest. Ties are dealt by using average ranks.
- Let R_0 be the rank of the observed sample sum with respect all the sample sums.

$$\alpha = 1 - \frac{R_0 - 0.5}{M_j}$$

b) $M_j > 1{,}000$

- Draw a random sample of 1,000 sample sums from the permutation distribution.
- Add the observed sample sum to the list. There is a total of 1001 sample sums. Rank the sample sums from smallest to largest. Ties are dealt by using average ranks.
- Let R_0 be the rank of the observed sample sum with respect all the sample sums.

$$\alpha = 1 - \frac{R_0 - 0.5}{1001}.$$

Proportion Measure

$$Z_j = \frac{n_j\,a_{1j} - n_{1j}\,a_j}{\sqrt{\frac{n_{1j}\,n_{2j}\,a_j\,(n_j - a_j)}{n_j - 1}}}.$$

Rate Measure

$$Z_j = \frac{n_{1j} - n_j q_j}{\sqrt{n_j q_j (1-q_j)}}.$$

3. **Obtain a truncated Z value for each cell, Z_j^*.** To limit the amount of cancellation that takes place between cell results during aggregation, cells whose results suggest possible favoritism are left alone. Otherwise the cell statistic is set to zero. This means that positive equivalent Z values are set to 0, and negative values are left alone. Mathematically, this is written as

$$Z_j^* = \min(0, Z_j).$$

4. **Calculate the theoretical mean and variance of the truncated statistic under the null hypothesis of parity, $E(Z_j^* | H_0)$ and $Var(Z_j^* | H_0)$.** In order to compensate for the truncation in step 3, an aggregated, weighted sum of the Z_j^* will need to be centered and scaled properly so that the final aggregate statistic follows a standard normal distribution.

- If $W_j = 0$, then no evidence of favoritism is contained in the cell. The formulae for calculating $E(Z_j^* | H_0)$ and $Var(Z_j^* | H_0)$ cannot be used. Set both equal to 0.

- If $\min(n_{1j}, n_{2j}) > 6$ for a mean measure, $\min\left\{a_{1j}\left(1-\frac{a_{1j}}{n_{1j}}\right), a_{2j}\left(1-\frac{a_{2j}}{n_{2j}}\right)\right\} > 9$ for a proportion measure, or $\min(n_{1j}, n_{2j}) > 15$ and $n_j q_j (1-q_j) > 9$ for a rate measure then

$$E(Z_j^* | H_0) = -\frac{1}{\sqrt{2\pi}}, \text{ and}$$

$$Var(Z_j^* | H_0) = \frac{1}{2} - \frac{1}{2\pi}.$$

- Otherwise, determine the total number of values for Z_j^*. Let z_{ji} and θ_{ji}, denote the values of Z_j^* and the probabilities of observing each value, respectively.

$$E(Z_j^* | H_0) = \sum_i \theta_{ji} z_{ji}, \text{ and}$$

$$Var(Z_j^* | H_0) = \sum_i \theta_{ji} z_{ji}^2 - \left[E(Z_j^* | H_0)\right]^2.$$

The actual values of the z's and θ's depends on the type of measure, and the sums in the equations are over all possible values of the index i.

Mean Measure

$$N_j = \min(M_j, 1{,}000),\ i = 1, \ldots, N_j$$

$$z_{ji} = \min\left\{0, 1 - \Phi^{-1}\left(\frac{R_i - 0.5}{N_j}\right)\right\} \quad \text{where } R_i \text{ is the rank of sample sum i}$$

$$\theta_j = \frac{1}{N_j}$$

Proportion Measure

$$z_{ji} = \min\left\{0, \frac{n_j\, i - n_{1j}\, a_j}{\sqrt{\frac{n_{1j}\, n_{2j}\, a_j\, (n_j - a_j)}{n_j - 1}}}\right\}, \quad i = \min(a_j, n_{2j}), \ldots, \max(0, a_j - n_{1j})$$

$$\theta_{ji} = \mathrm{HG}(i)$$

Rate Measure

$$z_{ji} = \min\left\{0, \frac{i - n_j\, q_j}{\sqrt{n_j\, q_j (1 - q_j)}}\right\}, \quad i = 0, \ldots, n_j$$

$$\theta_{ji} = \mathrm{BN}(i)$$

5. Calculate the aggregate test statistic, Z^T.

$$Z^T = \frac{\sum_j W_j Z_j^* - \sum_j W_j E(Z_j^* \mid H_0)}{\sqrt{\sum_j W_j^2 \mathrm{Var}(Z_j^* \mid H_0)}}$$

The Balancing Critical Value

There are four key elements of the statistical testing process:

1. the null hypothesis, H_0, that parity exists between ILEC and CLEC services
2. the alternative hypothesis, H_a, that the ILEC is giving better service to its own customers
3. the Truncated Z test statistic, Z^T, and
4. a critical value, *c*

The decision rule[1] is

- If $Z^T < c$ then accept H_a.
- If $Z^T \geq c$ then accept H_0.

There are two types of error possible when using such a decision rule:

[1] This decision rule assumes that a negative test statistic indicates poor service for the CLEC customer. If the opposite is true, then reverse the decision rule.

Type I Error: Deciding favoritism exists when there is, in fact, no favoritism.
Type II Error: Deciding parity exists when there is, in fact, favoritism.

The probabilities of each type of each are:

Type I Error: $\alpha = P(Z^T < c \mid H_0)$.

Type II Error: $\beta = P(Z^T \geq c \mid H_a)$.

We want a balancing critical value, c_B, so that $\alpha = \beta$.

It can be shown that:

$$c_B = \frac{\sum_j W_j M(m_j, se_j) - \sum_j W_j \frac{-1}{\sqrt{2\pi}}}{\sqrt{\sum_j W_j^2 V(m_j, se_j)} + \sqrt{\sum_j W_j^2 \left(\frac{1}{2} - \frac{1}{2\pi}\right)}}.$$

where

$$M(\mu, \sigma) = \mu \Phi(\tfrac{-\mu}{\sigma}) - \sigma \phi(\tfrac{-\mu}{\sigma})$$

$$V(\mu, \sigma) = (\mu^2 + \sigma^2)\Phi(\tfrac{-\mu}{\sigma}) - \mu\sigma\phi(\tfrac{-\mu}{\sigma}) - M(\mu, \sigma)^2$$

$\Phi(\cdot)$ is the cumulative standard normal distribution function, and $\phi(\cdot)$ is the standard normal density function.

This formula assumes that Z_j is approximately normally distributed within cell j. When the cell sample sizes, n_{1j} and n_{2j}, are small this may not be true. It is possible to determine the cell mean and variance under the null hypothesis when the cell sample sizes are small. It is much more difficult to determine these values under the alternative hypothesis. Since the cell weight, W_j will also be small (see calculate weights section above) for a cell with small volume, the cell mean and variance will not contribute much to the weighted sum. Therefore, the above formula provides a reasonable approximation to the balancing critical value.

The values of m_j and se_j will depend on the type of performance measure.

Mean Measure

For mean measures, one is concerned with two parameters in each cell, namely, the mean and variance. A possible lack of parity may be due to a difference in cell means, and/or a difference in cell variances. One possible set of hypotheses that capture this notion, and take into account the assumption that transaction are identically distributed within cells is:

H_0: $\mu_{1j} = \mu_{2j}$, $\sigma_{1j}^2 = \sigma_{2j}^2$

H_a: $\mu_{2j} = \mu_{1j} + \delta_j \cdot \sigma_{1j}$, $\sigma_{2j}^2 = \lambda_j \cdot \sigma_{1j}^2$ $\qquad \delta_j > 0$, $\lambda_j \geq 1$ and $j = 1, \ldots, L$.

Under this form of alternative hypothesis, the cell test statistic Z_j has mean and standard error given by

$$m_j = \frac{-\delta_j}{\sqrt{\frac{1}{n_{1j}} + \frac{1}{n_{2j}}}}, \text{ and}$$

$$se_j = \sqrt{\frac{\lambda_j n_{1j} + n_{2j}}{n_{1j} + n_{2j}}}$$

Proportion Measure

For a proportion measure there is only one parameter of interest in each cell, the proportion of transaction possessing an attribute of interest. A possible lack of parity may be due to a difference in cell proportions. A set of hypotheses that take into account the assumption that transaction are identically distributed within cells while allowing for an analytically tractable solution is:

$$H_0: \frac{p_{2j}(1-p_{1j})}{(1-p_{2j})p_{1j}} = 1$$

$$H_a: \frac{p_{2j}(1-p_{1j})}{(1-p_{2j})p_{1j}} = \psi_j \qquad \psi_j > 1 \text{ and } j = 1,\ldots,L.$$

These hypotheses are based on the "odds ratio." If the transaction attribute of interest is a missed trouble repair, then an interpretation of the alternative hypothesis is that a CLEC trouble repair appointment is ψ_j times more likely to be missed than an ILEC trouble.

Under this form of alternative hypothesis, the within cell asymptotic mean and variance of a_{1j} are given by[2]

$$E(a_{1j}) = n_j \pi_j^{(1)}$$

$$var(a_{1j}) = \frac{n_j}{\frac{1}{\pi_j^{(1)}} + \frac{1}{\pi_j^{(2)}} + \frac{1}{\pi_j^{(3)}} + \frac{1}{\pi_j^{(4)}}}$$

where

[2] Stevens, W. L. (1951) Mean and Variance of an entry in a Contingency Table. *Biometrica*, 38, 468-470.

$$\pi_j^{(1)} = f_j^{(1)}\left(n_j^2 + f_j^{(2)} + f_j^{(3)} - f_j^{(4)}\right)$$
$$\pi_j^{(2)} = f_j^{(1)}\left(-n_j^2 - f_j^{(2)} + f_j^{(3)} + f_j^{(4)}\right)$$
$$\pi_j^{(3)} = f_j^{(1)}\left(-n_j^2 + f_j^{(2)} - f_j^{(3)} + f_j^{(4)}\right)$$
$$\pi_j^{(4)} = f_j^{(1)}\left(n_j^2\left(\tfrac{2}{\psi_j}-1\right) - f_j^{(2)} - f_j^{(3)} - f_j^{(4)}\right)$$
$$f_j^{(1)} = \frac{1}{2n_j^2\left(\frac{1}{\psi_j}-1\right)}$$
$$f_j^{(2)} = n_j n_{1j}\left(\tfrac{1}{\psi_j}-1\right)$$
$$f_j^{(3)} = n_j a_j\left(\tfrac{1}{\psi_j}-1\right)$$
$$f_j^{(4)} = \sqrt{n_j^2\left[4n_{1j}\left(n_j-a_j\right)\left(\tfrac{1}{\psi_j}-1\right)+\left(n_j+\left(a_j-n_{1j}\right)\left(\tfrac{1}{\psi_j}-1\right)\right)^2\right]}$$

Recall that the cell test statistic is given by

$$Z_j = \frac{n_j\, a_{1j} - n_{1j}\, a_j}{\sqrt{\frac{n_{1j}\, n_{2j}\, a_j\,(n_j - a_j)}{n_j - 1}}}.$$

Using the equations above, we see that Z_j has mean and standard error given by

$$m_j = \frac{n_j^2\pi_j^{(1)} - n_{1j}\, a_j}{\sqrt{\frac{n_{1j}\, n_{2j}\, a_j\,(n_j - a_j)}{n_j - 1}}}, \text{ and}$$

$$se_j = \sqrt{\frac{n_j^3(n_j-1)}{n_{1j}\, n_{2j}\, a_j\,(n_j-a_j)\left(\frac{1}{\pi_j^{(1)}}+\frac{1}{\pi_j^{(2)}}+\frac{1}{\pi_j^{(3)}}+\frac{1}{\pi_j^{(4)}}\right)}}.$$

Rate Measure

A rate measure also has only one parameter of interest in each cell, the rate at which a phenomenon is observed relative to a base unit, e.g. the number of troubles per available line. A possible lack of parity may be due to a difference in cell rates. A set of hypotheses that take into account the assumption that transaction are identically distributed within cells is:

H_0: $r_{1j} = r_{2j}$

H_a: $r_{2j} = \varepsilon_j r_{1j}$ $\qquad \varepsilon_j > 1$ and $j = 1,\ldots,L$.

Given the total number of ILEC and CLEC transactions in a cell, n_j, and the number of base elements, b_{1j} and b_{2j}, the number of ILEC transaction, n_{1j}, has a binomial distribution from n_j trials and a probability of

$$q_j^* = \frac{r_{1j} b_{1j}}{r_{1j} b_{1j} + r_{2j} b_{2j}}.$$

Therefore, the mean and variance of n_{1j}, are given by

$$E(n_{1j}) = n_j q_j^*$$
$$\text{var}(n_{1j}) = n_j q_j^* (1 - q_j^*)$$

Under the null hypothesis

$$q_j^* = q_j = \frac{b_{1j}}{b_j},$$

but under the alternative hypothesis

$$q_j^* = q_j^a = \frac{b_{1j}}{b_{1j} + \varepsilon_j b_{2j}}.$$

Recall that the cell test statistic is given by

$$Z_j = \frac{n_{1j} - n_j q_j}{\sqrt{n_j q_j (1 - q_j)}}.$$

Using the relationships above, we see that Z_j has mean and standard error given by

$$m_j = \frac{n_j (q_j^a - q_j)}{\sqrt{n_j q_j (1 - q_j)}} = (1 - \varepsilon_j) \sqrt{\frac{n_j b_{1j} b_{2j}}{b_{1j} + \varepsilon_j b_{2j}}}, \text{ and}$$

$$se_j = \sqrt{\frac{q_j^a (1 - q_j^a)}{q_j (1 - q_j)}} = \sqrt{\varepsilon_j} \frac{b_j}{b_{1j} + \varepsilon_j b_{2j}}.$$

Determining the Parameters of the Alternative Hypothesis

In this appendix we have indexed the alternative hypothesis of mean measures by two sets of parameters, λ_j and δ_j. Proportion and rate measures have been indexed by one set of parameters each, ψ_j and ε_j respectively. While statistical science can be used to evaluate the impact of different choices of these parameters, there is not much that an appeal to statistical principles can offer in directing specific choices. Specific choices are best left to telephony experts. Still, it is possible to comment on some aspects of these choices:

- Parameter Choices for λ_j. The set of parameters λ_j index alternatives to the null hypothesis that arise because there might be greater unpredictability or variability in the delivery of service to a CLEC customer over that which would be achieved for an otherwise comparable ILEC customer. While concerns about differences in the variability of service are important, it turns out that the truncated Z testing which is being recommended here is relatively insensitive to all but very large values of the λ_j. Put another way, reasonable differences in the values chosen here could make very little difference in the balancing points chosen.

- Parameter Choices for δ_j. The set of parameters δ_j are much more important in the choice of the balancing point than was true for the λ_j. The reason for this is that they directly index differences in average service. The truncated Z test is very sensitive to any such differences; hence, even small disagreements among experts in the choice of the δ_j could be very important. Sample size matters here too. For example, setting all the δ_j to a single value – $\delta_j = \delta$ – might be fine for tests across individual CLECs where currently in Louisiana the CLEC customer bases are not too different. Using the same value of δ for the overall state testing does not seem sensible, however, since the state sample would be so much larger.

- Parameter Choices for ψ_j or ε_j. The set of parameters ψ_j or ε_j are also important in the choice of the balancing point for tests of their respective measures. The reason for this is that they directly index increases in the proportion or rate of service performance. The truncated Z test is sensitive to such increases; but not as sensitive as the case of δ_j for mean measures. Sample size matters here as well. As with mean measures, using the same value of ψ or ε for the overall state testing does not seem sensible since the state sample would be so much larger.

The bottom line here is that beyond a few general considerations, like those given above, a principled approach to the choice of the alternative hypotheses to guard against, must come from elsewhere.

DECISION PROCESS

Once Z^T has been calculated, it is compared to the balancing critical value to determine if the ILEC is favoring its own customers over a CLEC's customers.

This critical value changes as the ILEC and CLEC transaction volume change. One way to make this transparent to the decision maker, is to report the difference between the test statistic and the critical value, $diff = Z^T - c_B$. If favoritism is concluded when $Z^T < c_B$, then the $diff < 0$ indicates favoritism.

This make it very easy to determine favoritism: a positive *diff* suggests no favoritism, and a negative *diff* suggests favoritism.

EXHIBIT D

BST VSEEM REMEDY PROCEDURE

TIER-1 CALCULATION FOR RETAIL ANALOGUES:

1. Calculate the overall test statistic for each CLEC; z^T_{CLEC1} (See Exhibit C)
2. Calculate the balancing critical value(${}^{C}B_{CLEC1}$) that is associated with the alternative hypothesis (for fixed parameters δ, ψ or ε). (See Exhibit C)
3. If the overall test statistic is equal to or above the balancing critical value, stop here. Otherwise, go to step 4.
4. Calculate the Parity Gap by subtracting the value of step 2. from that of step 1.; $z^T_{CLEC1} - {}^{C}B_{CLEC1}$
5. Calculate the Volume Proportion using a linear distribution with slope of ¼. This can be accomplished by taking the absolute value of the Parity Gap from step 4. divided by 4; $ABS((z^T_{CLEC1} - {}^{C}B_{CLEC1}) / 4)$. All parity gaps equal or greater to 4 will result in a volume proportion of 100%.
6. Calculate the Affected Volume by multiplying the Volume Proportion from step 5. by the Total $CLEC_1$ Volume in the negatively affected cell; where the cell value is negative. (See Exhibit C)
7. Calculate the payment to KMC Telecom by multiplying the result of step 6. by the appropriate dollar amount from the fee schedule.

So, KMC Telecom payment = $\text{Affected Volume}_{CLEC1}$ * $$ from Fee Schedule

Example: KMC Telecom Missed Installation Appointments (MIA) for Resale POTS

	n_I	n_C	MIA_I	MIA_C	z^T_{CLEC1}	C_B	**Parity Gap**	Volume Proportion	Affected Volume
State	50000	600	9%	16%	-1.92	-0.21	**1.71**	0.4275	
Cell					Z_{CLEC1}				
1		150	0.091	0.112	-1.994				64
2		75	0.176	0.098	0.734				
3		10	0.128	0.333	-2.619				4
4		50	0.158	0.242	-2.878				21
5		15	0.245	0.075	1.345				
6		200	0.156	0.130	0.021				
7		30	0.166	0.233	-0.600				13
8		20	0.106	0.127	-0.065				9
9		40	0.193	0.218	-0.918				17
10		10	0.160	0.235	-0.660				4
									133

where n_I = ILEC observations and n_C = KMC Telecom observations

Payout for KMC Telecom is (133 units) * ($100/unit) = $13,300

TIER-2 CALCULATION for RETAIL ANALOGUES:

1. Tier-2 is triggered by three monthly failures of any VSEEM submetric in the same quarter.

2. Calculate the overall test statistic for the CLEC Aggregate using all transactions from the calendar quarter; z^{T}_{CLECA}

3. Calculate the balancing critical value($^{C}B_{CLEC1}$) that is associated with the alternative hypothesis (for fixed parameters δ, ψ or ε). (See Exhibit C)

4. If the overall test statistic is equal to or above the balancing critical value for the calendar quarter, stop here. Otherwise, go to step 5.

5. Calculate the Parity Gap by subtracting the value of step 3. from that of step 2.; $z^{T}_{CLECA} - {}^{C}B_{CLECA}$

6. Calculate the Volume Proportion using a linear distribution with slope of ¼. This can be accomplished by dividing the Parity Gap from step 5. by 4; ABS(($z^{T}_{CLECA} - {}^{C}B_{CLECA}$) / 4). All parity gaps equal or greater to 4 will result in a volume proportion of 100%.

7. Calculate the Affected Volume by multiplying the Volume Proportion from step 6. by the Total $CLEC_A$ Volume (CLEC Aggregate) in the negatively affected cell; where the cell value is negative (See Exhibit C).

8. Calculate the payment to State Designated Agency by multiplying the result of step 7. by the appropriate dollar amount from the fee schedule.

   So, State Designated Agency payment = $Affected\ Volume_{CLECA}$ * $$ from Fee Schedule

Example: CLEC-A Missed Installation Appointments (MIA) for Resale POTS

State	n_I	n_C	MIA_I	MIA_C	z^{T}_{CLECA}	C_B	**Parity Gap**	Volume Proportion	Affected Volume
Quarter1	180000	2100	9%	16%	-1.92	-0.21	**1.71**	0.4275	
Cell					z_{CLECA}				
1		500	0.091	0.112	-1.994				214
2		300	0.176	0.098	0.734				
3		80	0.128	0.333	-2.619				34
4		205	0.158	0.242	-2.878				88
5		45	0.245	0.075	1.345				
6		605	0.156	0.130	0.021				
7		80	0.166	0.233	-0.600				34
8		40	0.106	0.127	-0.065				17

9	165	0.193	0.218	-0.918	71
10	80	0.160	0.235	-0.660	-34
					492

where n_I = ILEC observations and n_C = CLEC-A observations

Payout for CLEC-A is (492 units) * ($300/unit) = $147,600

Tier-3

Tier-3 uses the monthly CLEC Aggregate results in a given State. Tier-3 is triggered when five of the twelve Tier-3 sub-metrics experience consecutive failures in a given calendar quarter. The table below displays a situation that would trigger a Tier-3 failure, and one that would not.

		TIER-3 FAILURE X = Miss			NOT A TIER-3 FAILURE X = Miss		
Process	Measures	Jan	Feb	Mar	Jan	Feb	Mar
Percent Missed Installation Appointments	Resale POTS	X	X	X	X		
	Resale Design	X			X	X	X
	UNE Loop & Port Combo		X				
	UNE Loops	X	X	X			
Percent Missed Repair Appointments	Resale POTS	X	X	X	X		X
	Resale Design		X	X		X	
	UNE Loop & Port Combo					X	X
	UNE Loops				X		
Billing	Billing Accuracy	X	X	X			
	Billing Timeliness				X	X	X
Trunk Blockage	Percent Trunk Blockage	X	X	X			
Collocation	Percent Missed Collocation Due Dates						

Tier-3 is effective immediately after quarter results, and can only be lifted when two of the five failed sub-metrics show compliance for two consecutive months in the following quarter.

All tiers standalone, such that triggering Tier-3 will not cease payout of any Tier-1 or Tier-2 failures.

TIER-1 CALCULATION FOR BENCHMARKS:

1. For each CLEC, with five or more observations, calculate monthly performance results for the State.

2. CLECs having observations (sample sizes) between 5 and 30 will use Table I below:

TABLE I SMALL SAMPLE SIZE TABLE
(95% Confidence)

Sample Size	Equivalent 90% Benchmark	Equivalent 95% Benchmark
5	60.00%	80.00%
6	66.67%	83.33%
7	71.43%	85.71%
8	75.00%	75.00%
9	66.67%	77.78%
10	70.00%	80.00%
11	72.73%	81.82%
12	75.00%	83.33%
13	76.92%	84.62%
14	78.57%	85.71%
15	73.33%	86.67%

Sample Size	Equivalent 90% Benchmark	Equivalent 95% Benchmark
16	75.00%	87.50%
17	76.47%	82.35%
18	77.78%	83.33%
19	78.95%	84.21%
20	80.00%	85.00%
21	76.19%	85.71%
22	77.27%	86.36%
23	78.26%	86.96%
24	79.17%	87.50%
25	80.00%	88.00%
26	80.77%	88.46%
27	81.48%	88.89%
28	78.57%	89.29%
29	79.31%	86.21%
30	80.00%	86.67%

3. If the percentage (or equivalent percentage for small samples) is equal to or below the benchmark standard, stop here. Otherwise, go to step 4.

4. Determine the Volume Proportion by taking the difference between the benchmark and the actual performance result.

5. Calculate the Affected Volume by multiplying the Volume Proportion from step 4. by the Total $CLEC_1$ Volume.

6. Calculate the payment to KMC Telecom by multiplying the result of step 5. by the appropriate dollar amount from the fee schedule.

So, KMC Telecom payment = Affected $Volume_{CLEC1}$ * $$ from Fee Schedule

Example: KMC Telecom Missed Installation Appointments (MIA) for UNE Loops

	n_c	Benchmark	MIA_c	Volume Proportion	Affected Volume
State	600	9%	12%	.03	18

Payout for KMC Telecom is (18 units) * ($400/unit) = $7,200

TIER-1 CALCULATION FOR BENCHMARKS (IN THE FORM OF A TARGET):

1. For each, with five or more observations, CLEC calculate monthly performance results for the State.
2. CLECs having observations (sample sizes) between 5 and 30 will use Table I above.
3. Calculate the interval distribution based on the same data set used in step 1.
4. If the 'percent within' is equal to or exceeds the benchmark standard, stop here. Otherwise, go to step 5.
5. Determine the Volume Proportion by taking the difference between 100% and the actual performance result.
6. Calculate the Affected Volume by multiplying the Volume Proportion from step 5. by the Total $CLEC_1$ Volume.
7. Calculate the payment to KMC Telecom by multiplying the result of step 6. by the appropriate dollar amount from the fee schedule.

So, KMC Telecom payment = Affected $Volume_{CLEC1}$ * $$ from Fee Schedule

Example: KMC Telecom Reject Timeliness

	n_c	Benchmark	Reject $Timeliness_c$	Volume Proportion	Affected Volume
State	600	95% within 1 hour	93% within 1 hour	.07	42

Payout for KMC Telecom is (42 units) * ($100/unit) = $4,200

TIER-2 CALCULATIONS for BENCHMARKS:

Tier-2 calculations for benchmark measures are the same as the Tier-1 benchmark calculations except the CLEC Aggregate data having failed for three months in a given calendar quarter is being assessed.

EXHIBIT E

Table-1

LIQUIDATED DAMAGES TABLE FOR TIER-1 MEASURES

	Month 1	Month 2	Month3	Month4	Month 5	Month 6
Ordering	$40	$50	$60	$70	$80	$90
Provisioning	$100	$125	$175	$250	$325	$500
Provisioning UNE (Coordinated Customer Conversions)	$400	$450	$500	$550	$650	$800
Maintenance and Repair	$100	$125	$175	$250	$325	$500
Maintenance and Repair UNE	$400	$450	$500	$550	$650	$800
LNP	$150	$250	$500	$600	$700	$800
IC Trunks	$100	$125	$175	$250	$325	$500
Collocation	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000

Table-2

VOLUNTARY PAYMENTS FOR TIER-2 MEASURES

	Item
OSS Pre-Ordering	$20
Ordering	$60
Provisioning	$300
UNE Provisioning (Coordinated Customer Conversions)	$875
Maintenance and Repair	$300
UNE Maintenance and Repair	$875
Billing	$1.00
LNP	$500
IC Trunks	$500
Collocation	$15,000

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
KMC Telecom Holdings, Inc. (KMC Telecom)
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	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	9	2/29/00	
	10	2/29/00	
	11	2/29/00	
	12	2/29/00	
	13	2/29/00	
	14	2/29/00	
	15	2/29/00	
	16	2/29/00	
	17	2/29/00	
	18	2/29/00	
	19	2/29/00	
	20	2/29/00	
	21	2/29/00	
	22	2/29/00	
	23	2/29/00	
	24	2/29/00	
	25	2/29/00	
	26	2/29/00	
Terms/Conditions Part B		2/29/00	
1-Resale	1	2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
KMC Telecom Holdings, Inc. (KMC Telecom)
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	9	2/29/00	
	10	2/29/00	
	11	2/29/00	
	12	2/29/00	
	13	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
	Exhibit C	2/29/00	
	Exhibit D	2/29/00	
	Exhibit E	2/29/00	
	Exhibit F	2/29/00	
	Exhibit G	2/29/00	
		2/29/00	
2-Network Elements & Other Services	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	9	2/29/00	
	10	2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
KMC Telecom Holdings, Inc. (KMC Telecom)
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	11	2/29/00	
	12	2/29/00	
	13	2/29/00	
	14	2/29/00	
	15	2/29/00	
	16	2/29/00	
	17	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
	Exhibit C	2/29/00	
3-Local Interconnection	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
	Exhibit C	2/29/00	
	Exhibit D	2/29/00	
	Exhibit E	2/29/00	
4-Physical Collocation	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
KMC Telecom Holdings, Inc. (KMC Telecom)
BellSouth Standard Interconnection Agreement

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

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
KMC Telecom Holdings, Inc. (KMC Telecom)
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
9-Perf Measurement	Pre-Ordering	2/29/00	
	Ordering	2/29/00	
	Provisioning	2/29/00	
	Maint/Repair	2/29/00	
	Billing	2/29/00	
	Opr Svcs/DA	2/29/00	
	E911	2/29/00	
	Trunk Grp Perf	2/29/00	
	Collocation	2/29/00	
	Appendix A	2/29/00	
	Appendix B	2/29/00	
	Appendix C	2/29/00	
10-Executive Summary		2/29/00	
		2/29/00	
11-Disaster Recovery		2/29/00	
		2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
KMC Teleom Holdings, Inc. (KMC Telecom)
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		
	13		
	14		
	15		
	16		
	17		
	18		
	19		
	20		
	21		
	22		
	23		
	24		
	25		
	26		
Terms/Conditions Part B			

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
KMC Teleom Holdings, Inc. (KMC Telecom)
BellSouth Standard Interconnection Agreement

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

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
KMC Teleom Holdings, Inc. (KMC Telecom)
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	Exhibit A		
	Exhibit B		
	Exhibit C		
3-Local Interconnection	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
4-Physical Collocation	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
KMC Teleom Holdings, Inc. (KMC Telecom)
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	10		
	11		
	12		
	13		
	14		
	Exhibit A		
	Exhibit B		
5-Access to Numbers & Number Portability	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
6-Ordering/Provisioning	1		
	2		
	3		
7-Billing & Billing Accuracy Certification	1		
	2		
	3		
	4		
	5		
	6		
	7		
	Exhibit A		
8-ROW/Conduits/PoleAtt	1		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
KMC Teleom Holdings, Inc. (KMC Telecom)
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
9-Perf Measurement	Pre-Ordering		
	Ordering		
	Provisioning		
	Maint/Repair		
	Billing		
	Opr Svcs/DA		
	E911		
	Trunk Grp Perf		
	Collocation		
	Appendix A		
	Appendix B		
	Appendix C		

Attachment 11
BellSouth Disaster Recovery Plan

2000
BELLSOUTH

DISASTER RECOVERY PLANNING

For

CLECS

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1.0 PURPOSE

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

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

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

2.0 SINGLE POINT OF CONTACT

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

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

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

3.0 IDENTIFYING THE PROBLEM

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

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

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

3.1 SITE CONTROL

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

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

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

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

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

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

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

3.2 ENVIRONMENTAL CONCERNS

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

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

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.

2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.

3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.

4. Mercury and other regulated compounds resident in telephone equipment.

5. Other compounds produced by the fire or heat.

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

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

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

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

4.0 THE EMERGENCY CONTROL CENTER (ECC)

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

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

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

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

5.0 RECOVERY PROCEDURES

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

5.1 CLEC OUTAGE

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

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

5.2 BELLSOUTH OUTAGE

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

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

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and

e) Begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

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

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service for Hospitals, Police and other emergency agencies;

e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;

f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

g) Begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

a) Placing specialists and emergency equipment on notice;

b) Inventorying the damage to determine what equipment and/or functions are lost;

c) Moving containerized emergency equipment to the stricken area, if necessary;

d) Reconnecting service for Hospitals, Police and other emergency agencies; and

e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

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

6.0 T1 IDENTIFICATION PROCEDURES

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

7.0 ACRONYMS

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

Hurricane Information

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

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

BST Disaster Management Plan

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

Attachment 12

Bona Fide Request and New Business Requests Process

BONA FIDE REQUEST AND NEW BUSINESS REQUESTS PROCESS

1.0 The Parties agree that KMC Telecom is entitled to order any Network Element, Interconnection option, service option or Resale Service required to be made available by the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act"), FCC requirements or State Commission requirements. KMC Telecom also shall be permitted to request the development of new or revised facilities or service options which are not required by the Act. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 12.

2.0 Bona Fide Requests ("BFR") are to be used when KMC Telecom makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Act that was not previously included in the Agreement. New Business Requests ("NBRs") are to be used when KMC Telecom makes a request of BellSouth to provide a new or custom capability or function to meet KMC Telecom's business needs that was not previously included in the Agreement. The BFR/NBR process is intended to facilitate the two-way exchange of information between KMC Telecom and BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.

3.0 A BFR shall be submitted in writing by KMC Telecom 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 a KMC Telecom's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 (i.e., a "BFR") or (ii) pursuant to the needs of the business (i.e., a "NBR"). The request shall be sent to KMC Telecom's Account Executive.

4.0 KMC Telecom may cancel a BFR or NBR at any time. If KMC Telecom cancels the request more than three (3) business days after submitting it, KMC Telecom shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR or NBR up to the date of cancellation. If KMC Telecom does not cancel a BFR or NBR, KMC Telecom shall pay BellSouth's reasonable and demonstrable costs of processing and implementing the request.

5.0 Within fifteen (15) business days of its receipt of a BFR or NBR from KMC Telecom, BellSouth shall respond to KMC Telecom by providing a preliminary analysis of such Interconnection, Network Element, or other facility or service option that is the subject of the BFR or NBR. The preliminary analysis shall confirm that BellSouth will either offer access to

the Interconnection, Network Element, or other facility or service option, or provide an explanation of why it is not technically feasible and/or why the request does not qualify as an Interconnection, Network Element, or is not otherwise required to be provided under the Act.

6.0 If BellSouth determines that the Interconnection, Network Element, or other facility or service option that is the subject of the BFR is technically feasible, BellSouth shall propose a firm price and a detailed implementation plan within forty (40) business days after receipt of the BFR. BellSouth may, but shall not be required, to provide a firm time and cost proposal for a NBR.

7.0 Within thirty (30) business days after its receipt of (i) a refusal of BellSouth to provide a BFR or NBR price quote, or (ii) the BFR or NBR price quote and implementation plan from BellSouth, KMC Telecom must either confirm or cancel its order for such facility or service option. If it believes such quote is not consistent with the requirements of the Act, KMC Telecom may at that time seek FCC or state Commission arbitration of its request, as appropriate. Any such arbitration applicable to Network Elements and/or Interconnection shall be conducted in accordance with standards prescribed in Section 252 of the Act.

8.0 Unless KMC Telecom agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the State Commission.

9.0 If either Party to a BFR or NBR believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek FCC or state Commission resolution of the dispute, as appropriate.

10.0 Upon agreement to the terms of a BFR or NBR, an amendment to the Agreement may be required.