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COMMISSION
CLERK

BellSouth Telecommunications, Inc.
Suite 400
150 South Monroe Street
Tallahassee, FL 32301-1556

marshall.criser@bellsouth.com

Marshall M. Criser III
Vice President
Regulatory & External Affairs

850 224 7798
Fax 850 224 5073

September 21, 2001

Mrs. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

011215-TP

Re: Approval of the negotiated agreement and amendment for Interconnection, Unbundling, Resale and, Collocation by BellSouth Telecommunications, Inc. ("BellSouth") and ALEC, Inc. pursuant to Sections 251,252 and 271 of the Telecommunications Act of 1996. (ALEC, Inc. has adopted the BellSouth/Metromedia Fiber Network Services, Inc. agreement, and all amendments, in its entirety. The term of the adopted agreement can only be for the remaining term of the original CLEC agreement.)

Dear Mrs. Bayó:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and ALEC, Inc. are submitting to the Florida Public Service Commission their negotiated agreement for the interconnection, unbundling, collocation, and resale of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth telecommunications services to ALEC, Inc., The agreement was negotiated pursuant to sections 251,252 and 271 of the Act. Please be advised that ALEC, Inc. has adopted the BellSouth/ Metromedia Fiber Network Services, Inc. agreement, and all amendments in its entirety. The original agreement was approved via order number PSC-99-1442-FOF-TP dated July 26, 1999. The term of the adopted agreement can only be for the remaining term of the original CLEC agreement.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and ALEC, Inc. within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement, or any portion of the agreement, discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement. This agreement shall be deemed effective by operation of law on December 21, 2001.

Very truly yours,

Marshall M. Criser III

Regulatory Vice President (KH)

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ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between ALEC, Inc. and BellSouth Telecommunications, Inc., dated September 14, 2000 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	1
Adoption of Metromedia Fiber Network Services	519
TOTAL	520

DURO
COMMUNICATIONS

WWW.DUROCOM.COM
1211 SEMORAN BLVD SUITE 217 CASSELBERRY FL

AMENDMENT
TO
THE INTERCONNECTION AGREEMENT BETWEEN
ALEC, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED APRIL 24, 2000

Pursuant to this Agreement (the "Amendment"), ALEC, Inc. and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to as the "Parties", hereby agree to amend the Interconnection Agreement between the Parties dated April 24, 2000 ("Interconnection Agreement").

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

1. Strike **WHEREAS**, ALEC, Inc. has requested that BellSouth make available the interconnection agreement executed between BellSouth and Metromedia Fiber Network Services, Inc. ("Metromedia") dated May 12, 1999 for the state(s) of Kentucky and Tennessee.

2. Insert **WHEREAS**, ALEC, Inc. has requested that BellSouth make available the interconnection agreement executed between BellSouth and Metromedia Fiber Network Services, Inc. ("Metromedia") dated May 12, 1999 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

3. All of the other provisions of the Interconnection Agreement dated April 24, 2000 shall remain unchanged and in full force and effect until the expiration date.

4. Either or both of the Parties is authorized to submit this Amendment to the appropriate regulatory agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

ALEC, Inc.	**BellSouth Telecommunications, Inc.**
By: Joe Demmons Signature	By: Signature
Name: Joe Demmons	Name: Jerry D. Hendrix
Title: Vice-President	Title: Senior Director
Date: 9/1/00	Date: 9/14/00

ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between ALEC, Inc. and BellSouth Telecommunications, Inc., dated April 24, 2000, for the state(s) of Kentucky and Tennessee consists of the following:

ITEM	NO. PAGES
Adoption Papers	5
Exhibit A Title Page	1
Title Page of Metromedia Agreement	1
Table of Contents	1
General Terms and Conditions	21
Attachment 1	15
Attachment 2	51
Attachment 3	11
Attachment 4	46
Attachment 5	7
Attachment 6	5
Attachment 7	19
Attachment 8	2
Attachment 9	2
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Attachment 11, Exhibit 1 - Alabama	23
Attachment 11, Exhibit 2 – Florida	23
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Attachment 11, Exhibit 4 – Kentucky	24
Attachment 11, Exhibit 5 - Louisiana	23
Attachment 11, Exhibit 1 – Mississippi	23
Attachment 11, Exhibit 1 – North Carolina	24
Attachment 11, Exhibit 1 – South Carolina	23
Attachment 11, Exhibit 1 - Tennessee	24
Attachment 12	11
Attachment 13	4
Amendment dated 09/07/99	62
Amendment dated 11/30/99	4
Exhibit B – Interconnection Compensation	3
TOTAL	519

AGREEMENT

This Agreement, which shall become effective as of the 24th day of April, 2000, is entered into by and between ALEC, Inc., a Kentucky corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

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

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

WHEREAS, ALEC, Inc. has requested that BellSouth make available the interconnection agreement executed between BellSouth and Metromedia Fiber Network Services, Inc. ("Metromedia") dated May 12, 1999 for the state(s) of Kentucky and Tennessee.

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

1. With the exception of Attachment 3 Section 8 – Local Interconnection Compensation and the rates in Attachment 11 - Pricing for DSI UNEs and Local Interconnection, ALEC, Inc. and BellSouth shall adopt in its entirety the Metromedia Interconnection Agreement dated May 12, 1999 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The Metromedia Interconnection Agreement and all amendments are attached hereto as Exhibit A and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	5
Title Page	1
Table of Contents	1
General Terms and Conditions	21
Attachment 1	15
Attachment 2	51
Attachment 3	11
Attachment 4	46
Attachment 5	7
Attachment 6	5
Attachment 7	19
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Attachment 11, Exhibit 1 – Alabama	23
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Attachment 11, Exhibit 8 – South Carolina	23
Attachment 11, Exhibit 9 – Tennessee	24
Attachment 12	11
Attachment 13	4
Amendment dated 09/07/99	62
Amendment dated 11/30/99	4
Exhibit B	2
TOTAL	517

2. The Parties further agree to the rates, terms and conditions set forth in Exhibit B for Local Interconnection Compensation as well as the rates for DS1 UNEs and Local Interconnection. Rates shown in Exhibit B will supercede rates for comparable elements in the original Metromedia agreement.

3. In the event that ALEC, Inc. 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 ALEC, Inc. under this Agreement.

4. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 2 of the Metromedia Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the Metromedia Interconnection Agreement, the effective date shall be May 12, 1999.

5. ALEC, Inc. shall accept and incorporate any amendments to the Metromedia Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

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

BellSouth Telecommunications, Inc.

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

ALEC, Inc.

Mr. Jay Campbell
President, ALEC, Inc.
1301 Broadway
Paducah, KY 42001
Phone: 270-442-5363
Fax: 270-442-2685

and

John C. Dodge
Cole, Raywid & Braverman, LLP
1919 Pennsylvania, N.W., Suite 200
Washington, D.C. 20006

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

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

BellSouth Telecommunications, Inc.	ALEC, Inc.
_____	_____
Signature	Signature
Jerry Hendrix	Jay Campbell
Name	Name
Senior Director	President
Title	Title
11-24-2	1/21/00
Date	Date

Exhibit A

BELLSOUTH/METROMEDIA INTERCONNECTION AGREEMENT

INTERCONNECTION AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS INC.
AND
METROMEDIA FIBER NETWORK SERVICES, INC.

ORIGINAL

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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Metromedia Fiber Network Services, Inc., a Delaware corporation, and shall be deemed effective as of 5/12/99. This agreement may refer to either BellSouth or Metromedia Fiber Network Services, Inc. ("Metromedia") or both as a "Party" or "Parties. "

WITNESSETH

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

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

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

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

The terms and conditions contained within this Part A & Part B were negotiated as a whole and each term and condition within this Part A & Part B is interdependent upon the other terms and conditions.

1. Purpose

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

region until such time as it has ordered services for resale or interconnection facilities for the purposes of providing business and/or residential local exchange service to customers.

2. Term of the Agreement

2.1 The term of this Agreement shall be two years, beginning 5/12/99 _____.

2.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of resale and/or local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). The Parties further agree that any such Subsequent Agreement shall be for a term of no less than two (2) years unless the Parties agree otherwise.

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2, above, the Parties are unable to satisfactorily negotiate new resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale arrangements pursuant to 47 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. Until the Subsequent Agreement becomes effective, the Parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

3. Ordering Procedures

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

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

3.3 BellSouth has developed electronic systems for placing most resale and some UNE orders. BellSouth has also developed electronic systems for accessing data needed to place orders including valid address, available services and features, available telephone numbers, due date estimation on pre-order and calculation on firm order, and customer service records where applicable. Charge for Operational Support Systems (OSS) shall be as set forth in this agreement in Exhibit A of Attachment 1 and/or in Attachment 11, as applicable.

4. Parity

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

5. White Pages Listings

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

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

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

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

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

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

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

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

If Metromedia is a facilities based provider or a facilities based and resale provider, this section shall apply. BellSouth shall, upon request of Metromedia, provide to Metromedia access to its unbundled elements at any technically feasible point for the provision of Metromedia's telecommunications service where such access is necessary and failure to provide access would impair the ability of Metromedia to provide services that it seeks to offer. Any request by Metromedia for access to an unbundled element that is not already available shall be treated as an unbundled element Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth in Attachment 9.

7. **Liability and Indemnification**

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

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

7.3 Limitation of Liability.

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

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

indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

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

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

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

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

7.6 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY

REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

8. Intellectual Property Rights and Indemnification

8.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Metromedia is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.

8.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

8.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 7 of this Agreement.

8.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:

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

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

8.4.3 In the event 8.4.1 or 8.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

8.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

8.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this agreement.

9. Treatment of Proprietary and Confidential Information

9.1 Confidential Information. It may be necessary for BellSouth and Metromedia 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 Metromedia shall receive such Information and not disclose such Information. BellSouth and Metromedia shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and Metromedia with a need to know such Information and which employees agree to be bound by the terms of this

Section. BellSouth and Metromedia will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

9.2 Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or Metromedia 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 Metromedia; (2) lawfully obtained from any source other than the owner of the Information; or (3) previously known to the receiving Party without an obligation to keep it confidential.

10. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment of delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

11. Resolution of Disputes

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

12. Taxes

12.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

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

12.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

12.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

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

12.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

12.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

12.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

12.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible

for such payment and shall be entitled to the benefit of any refund or recovery.

12.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

12.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

12.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

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

12.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

12.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

12.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees;

provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

12.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

12.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

12.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

12.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

12.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

13. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other

circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

14. Year 2000 Compliance

Each party warrants that it has implemented a program the goal of which is to ensure that all software, hardware and related materials (collectively called "Systems") delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

15. Modification of Agreement

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

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

15.3 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

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

15.5 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Metromedia or BellSouth to perform any material terms of this Agreement, Metromedia or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 11.

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

16. Waivers

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

17. Governing Law

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

18. Arm's Length Negotiations

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

19. Notices

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

Metromedia FIBER NETWORK SERVICES, INC.

Robert Riordan
Director of LEC Relations
One North Lexington Avenue
4th Floor
White Plains, NY 10601

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

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

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

20. Rule of Construction

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

21. Headings of No Force or Effect

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

22. Multiple Counterparts

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

23. Implementation of Agreement

If Metromedia is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement, the parties will adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template to be used for the implementation schedule is contained in Attachment 14 of this Agreement.

24. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, said costs shall be borne by Metromedia.

25. **Entire Agreement**

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

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

Unbundled Network Elements (UNEs)
Local Interconnection
Resale
Collocation

The following services are included as options for purchase by Metromedia. Metromedia 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.	**Metromedia Fiber Network Services, Inc.**
Signature	Signature
Jerry D. Hendrix	Howard Finkelstein
Name	Name
Sr. Director	President
Title	Title
5/12/99	4/21/99
Date	Date

Definitions

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

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

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

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

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

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

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

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

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS"). The terms Exchange and EAS exchanges are defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Until the Commission, the

FCC or a court of competent jurisdiction determines, in a final and non-appealable order ("Order"), whether Enhanced Service Provider ("ESP") and Information Service Provider ("ISP") traffic is within the definition of Local Traffic, such traffic will be held for payment until the jurisdiction of such traffic is determined. The Parties will maintain billing records identifying all such Enhanced Service Provider and Information Service Provider traffic and will adjust, if necessary, their mutual compensation billing for such local traffic termination consistent with the final Commission, FCC or court decision. The period of adjustment shall be from the effective date of this Agreement to the date the order of the Commission, the FCC or the court becomes final and nonappealable.

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

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

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

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

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

Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO

code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

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

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

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

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.).

Attachment 1

Resale

RESALE

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

1 Discount Rates

The rates pursuant by which Reseller 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 the Company.

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

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

2.5 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

2.6 OTHER/COMPETITIVE LOCAL EXCHANGE COMPANY (OLEC/CLEC) means a telephone company certificated by the public service commissions of the Company's franchised area to provide local exchange service within the Company's franchised area.

2.7 RESALE means an activity wherein a certificated CLEC, such as Reseller subscribes to the telecommunications services of the Company 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 Reseller, may offer resold local exchange telecommunications service.

3 General Provisions

3.1 Reseller may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this agreement and subject to the exclusions and limitations set forth in Exhibit B to this agreement. BellSouth does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

3.2 Reseller may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:

3.2.1 Reseller must resell services to other end users.

3.2.2 Reseller must order services through resale interfaces, i. e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.

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

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

3.4 Reseller will be the customer of record for all services purchased from BellSouth. Except as specified herein, the Company will take orders from, bill and expect payment from Reseller for all services.

3.5 Reseller will be the Company's single point of contact for all services purchased pursuant to this Agreement. The Company shall have no contact with the end user except to the extent provided for herein.

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

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

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

3.9 Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of the Company and are assigned to the service furnished. Reseller has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever the Company deems it necessary to do so in the conduct of its business.

3.10 For the purpose of the resale of BellSouth's telecommunications services by Reseller, BellSouth will provide Reseller with an on line access to telephone numbers for reservation on a first come first serve basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. Reseller acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that Reseller cancel its reservations of numbers. Reseller shall comply with such request.

Further, upon Reseller's request, and for the purpose of the resale of BellSouth's telecommunications services by Reseller, BellSouth will reserve up to 100 telephone numbers per CLLIC, for Reseller's sole use. Such telephone number reservations shall be valid for ninety (90) days from the reservation date. Reseller acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity of Reseller's reasonable need in that particular CLLIC.

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

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

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

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

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

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

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

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

3.17.2 Cause damage to the Company's plant;

3.17.3 Impair the privacy of any communications; or

3.17.4 Create hazards to any BellSouth employees or the public.

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

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

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

3.21 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. Reseller 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 Reseller will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

3.22 All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Reseller who utilize the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this attachment.

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

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

Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.

3.24 BellSouth's Inside Wire Maintenance Service Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

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

3.26 Recovery of charges associated with implementing Number Portability through a monthly 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.

4 **BellSouth's Provision of Services to Reseller**

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

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

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

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

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

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

4.1.6 The Company reserves the right to periodically audit services purchased by Reseller to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Reseller shall make any and all records and data available to the Company or the Company's auditors on a reasonable basis. The Company shall bear the cost of said audit.

4.2 Resold services can only be used in the same manner as specified in the Company'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 the Company in the appropriate section of the Company's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic

from more than one end user customer except as specified in Section A23 in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee of the Company's Tariff referring to Shared Tenant Service.

4.3 Reseller 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 Reseller will adopt and adhere to the standards contained in the applicable CLEC Work Center Procedures Agreement regarding maintenance and installation of service.

5.2 Services resold under the Company's Tariffs and facilities and equipment provided by the Company shall be maintained by the Company.

5.3 Reseller or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

5.4 Reseller accepts responsibility to notify the Company of situations that arise that may result in a service problem.

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

5.6 Reseller will contact the appropriate repair centers in accordance with procedures established by the Company.

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

5.8 The Company will bill Reseller for handling troubles that are found not to be in the Company's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.

5.9 The Company reserves the right to contact Reseller's customers, if deemed necessary, for maintenance purposes.

6 **Establishment of Service**

6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, Reseller will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for Reseller. 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, the Company will begin taking orders for the resale of service.

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

6.3 When notification is received from Reseller that a current customer of the Company will subscribe to Reseller's service, standard service order intervals for the appropriate class of service will apply.

6.4 The Company will not require end user confirmation prior to establishing service for Reseller's end user customer. Reseller must, however, be able to demonstrate end user authorization upon request.

6.5 Reseller will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold services except that the Company will accept a request directly from the end user for conversion of the end user's service from Reseller to the Company or will accept a request from another CLEC for conversion of the end user's service from Reseller to the other LEC. The Company will notify Reseller that such a request has been proce ed.

6.6 If the Company determines that an unauthorized change in local service to Reseller has occurred, the Company will reestablish service with the appropriate local service provider and will assess Reseller 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 Reseller. These charges can be adjusted if Reseller provides satisfactory proof of authorization.

6.7 In order to safeguard its interest, the Company reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.

6.7.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to the Company. 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 Reseller from complying with the Company'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 the Company providing for the discontinuance of service for non-payment of any sums due the Company.

6.7.5 The Company reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.

6.7.6 In the event that Reseller defaults on its account, service to Reseller 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 refunded in accordance with the terms in the appropriate BellSouth tariff.

7 Payment And Billing Arrangements

7.1 Prior to submitting orders to the Company for local service, a master account must be established for Reseller. The Reseller is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.

7.2 The Company shall bill Reseller on a current basis all applicable charges and credits.

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

7.4 The Company will render bills each month on established bill days for each of Reseller's accounts.

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

7.6 The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the Company.

7.6.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.

7.6.2 If Reseller requests multiple billing media or additional copies of bills, the Company will provide these at an appropriate charge to RESELLER.

7.6.3 Billing Disputes

7.6.3.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

7.6.3.2 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution

7.6.3.3 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

7.6.3.4 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.

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

7.8 If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff and Section B2 of the Private Line Service Tariff.

7.9 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. No additional charges are to be assessed to Reseller

7.10 The Company will not perform billing and collection services for Reseller 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 the Company.

7.11 Pursuant to 47 CFR Section 51.617, the Company will bill Reseller end user common line charges identical to the end user common line charges the Company bills its end users.

7.12 In general, the Company will not become involved in disputes between Reseller and Reseller's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of the Company, Reseller shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with Reseller to resolve the matter in as timely a manner as possible. Reseller 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, the Company will deny service to Reseller's end user on behalf of, and at the request of, Reseller. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Reseller.

8.1.2 At the request of Reseller, the Company will disconnect a Reseller end user customer.

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

8.1.4 Reseller will be made solely responsible for notifying the end user of the proposed disconnection of the service.

8.1.5 The Company will continue to process calls made to the Annoyance Call Center and will advise Reseller when it is determined that annoyance calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from providing this information to Reseller. It is the responsibility of Reseller to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in the Company's disconnecting the end user's service.

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

8.2 The procedures for discontinuing service to Reseller are as follows:

8.2.1 The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Reseller of the rules and regulations of the Company's Tariffs.

8.2.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Reseller, 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 Reseller to receive notices of noncompliance, and discontinue the provision of existing services to Reseller 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 Reseller's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Reseller without further notice.

8.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, Reseller's services will be discontinued. Upon discontinuance of service on a Reseller's account, service to Reseller's end users will be denied. The

Company will also reestablish service at the request of the end user or Reseller upon payment of the appropriate connection fee and subject to the Company's normal application procedures. Reseller is solely responsible for notifying the end user of the proposed disconnection of the service.

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

EXHIBIT A

APPLICABLE DISCOUNTS

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

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

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

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

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 Order Charge	$7.45	$19.99

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

Exhibit B
Page 1 of 2

	Type of Service	AL		FL		GA		KY		LA	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4	Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Note 4	Yes	Yes
6	911/E911 Services (See Note7)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7	N11 Services (See Note 7)	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8	AdWatch^{SM} Svc (See Note 6)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11	Federal Subscriber Line Chrges	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 Porability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No

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

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 Reseller is responsible for funding its own Lifeline and Link Up benefit. In Tennessee, Reseller shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. Reseller 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. Reseller 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 Reseller 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.
7 Exclusions for **N11/911/E911** are also applicable to equipment associated with the service.
8 In South Carolina, CSAs are available for resale at the CSA specific resale discount of 8.98%. The state specific resale discount rate applies to Special Assemblies.

Attachment 2

Unbundled Network Elements

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ACCESS TO UNBUNDLED NETWORK ELEMENTS

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

1. Introduction

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

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

1.1.3 BellSouth will provide the following combined unbundled network elements for purchase by Metromedia. The rate of the following combined unbundled network elements is the sum of the individual element prices as set forth in Attachment 11 of this Agreement. Order Coordination as defined in Section 2 of Attachment 2 of this Agreement is available for each of these combinations:

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

1.1.4 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry stand[illegible]

2. Unbundled Loops

2.1.1 BellSouth agrees to offer access to unbundled loops pursuant to the following terms and conditions and at the rates set forth in Attachment 11.

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 unbundled loop will be provisioned with a NID.

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

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

"Order Coordination" refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and Metromedia advised.
"Order Coordination – Time Specific" refers to service order coordination in which Metromedia requests a specific time for a service order conversion to take place. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. Metromedia may specify a time between 9:00 a.m. and 4:00 p.m. Monday through Friday. If Metromedia specifies a time outside this window, overtime charges will apply in addition to the OC and OC-TS charges.
Where facilities are available, BellSouth will install unbundled loops within a 5-7 business days interval. For orders of 14 or more unbundled loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some unbundled loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by Metromedia, 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. If Metromedia cancels an order for UNE services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC #1 Tariff, Section 5.4."

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

"Order Coordination - Time Specific" refers to service order coordination in which Metromedia requests a specific time for a service order conversion to take place. This is a chargeable option for any coordinated order.

2.2.3 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2). SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. SL2 loops shall have test points, will be designed with a Design Layout Record provided to Metromedia, and will be provided with Order Coordination. The OC feature will allow Metromedia to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.2.4 BellSouth will also offer Unbundled Digital Loops (UDL). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR).

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

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

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

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

2.3 Technical Requirements

2.3.1 BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s). Additional services may include digital PBXs, primary rate ISDN, xDSL, and Nx 64 kb/s.

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

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

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

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

In addition, Metromedia recognizes that there may be instances where a loop modified in this manner may be subjected to normal network configuration changes that may cause the circuit characteristics to be changed and may create an outage of the service that Metromedia has placed on the loop.

If this occurs, BellSouth will work cooperatively with Metromedia to restore the circuit to its previous modified status as quickly as possible. Metromedia will pay the Time and Materials costs associated with BellSouth's work efforts needed to bring the loop back to its previous modified status.

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

BellSouth's TR73600, Unbundled Local Loop Technical Specification

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

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

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

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

3. Integrated Digital Loop Carriers

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

4. Network Interface Device

4.1 Definition

4.1.1 The Network Interface Device (NID) is a single-line termination device or that portion of a multiple-line termination device required to terminate a

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

4.2 Technical Requirements

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

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

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

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

4.2.5 Where feasible, the NID shall be physically accessible to Metromedia designated personnel. In cases where entrance to the customer premises is required to give access to the NID, Metromedia shall obtain entrance permission directly from the customer.

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

4.3 Interface Requirements

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

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

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

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

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

5. Unbundled Loop Concentration (ULC) System

5.1.1 BellSouth will provide to Metromedia unbundled loop concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.

5.1.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high speed connection from the concentrator will be at the electrical DS1 level and may connect to Metromedia at Metromedia's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each unbundled loop that is terminated onto the ULC system. Rates for ULC are as set forth in Attachment 11.

6. Sub-loop Elements

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

6.2 Unbundled Sub-Loop (USL)

6.2.1 Definition

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

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

6.2.2 Requirements for All Unbundled Sub-Loop

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

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

6.2.3 Interface Requirements

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

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

6.3 Unbundled Sub-Loop Concentration System (USLC)

6.3.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide to Metromedia with the ability to

concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into Metromedia's collocation space. TR-008 and TR303 interface standards are available.

6.3.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of Metromedia's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of Metromedia's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

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

6.4 Unbundled Network Terminating Wire (UNTW)

6.4.1 BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to Metromedia pursuant to the following terms and conditions at rates as set forth in Attachment 11.

6.5 Definition

UNTW is twisted copper wire that extends from BellSouth's point-of-entry into a multi-dwelling unit (MDU) complex or multi-tenant unit (MTU) complex to the point of demarcation at the end-users location. The UNTW will not include a Network Interface Device (NID).

6.6 Requirements

6.6.1 BellSouth will retain the first pair of NTW going into each end-user premises. BellSouth will offer spare pairs that are available to an end-users premises to Metromedia. 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 CLEC-1'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 Metromedia. If after BellSouth has relinquished the first pair to Metromedia and the end-user decides to change local service providers to BellSouth, Metromedia will relinquish the first pair back to BellSouth.

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

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

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

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

6.7 Technical Requirements

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

7. Local Switching

BellSouth agrees to offer access to local switching pursuant to the following terms and conditions and at the rates set forth in Attachment 11.

7.1 Definition

7.1.1 Local Switching is the Network Element that provides the functionality required to connect the appropriate originating lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired terminating line or trunk. Such functionality shall include access to

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

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

7.1.3 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to Metromedia purchasing unbundled local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. Metromedia customers may use the same dialing arrangements as BellSouth customers, but obtain a Metromedia branded service.

7.2 Technical Requirements

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

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

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

7.2.1.3 Subject to Section 12, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by Metromedia will be made pursuant to the Bona Fide Request Process of Attachment 9.

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

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

7.2.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.

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

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

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

7.2.1.10 Special Services provided by BellSouth will include the following:

7.2.1.10.1 Telephone Service Prioritization;

7.2.1.10.2 Related services for handicapped;

7.2.1.10.3 Soft dial tone where required by law; and

7.2.1.10.4 Any other service required by law.

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

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

7.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to Metromedia, upon a reasonable request from Metromedia. 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 Metromedia and BellSouth service applications.

BellSouth shall offer to Metromedia 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 Metromedia:

7.2.1.14.6.1 Private EAMF Trunk

7.2.1.14.6.2 Shared Interoffice Trunk (EAMF, SS7)

7.2.1.14.6.3 N11

7.2.1.14.6.4 Automatic Route Selection

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

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

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

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

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

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

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

7.2.2 Interface Requirements

7.2.2.1 BellSouth shall provide the following interfaces to loops:

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

7.2.2.3 Coin phone signaling;

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

7.2.2.5 Two-wire analog interface to PBX;

7.2.2.5.1 Four-wire analog interface to PBX;

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

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

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

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

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

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

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

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

8. Transport

BellSouth agrees to offer access to unbundled transport including Shared Transport, Dedicated Transport and Tandem Switching pursuant to following terms and conditions and at the rates set forth in Attachment 11.

8.1 Definition of Shared Transport

Shared Transport is an interoffice transmission path between two BellSouth end-offices, BellSouth end-office and a local tandem, or between two local tandems. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Shared Transport. Shared Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.

8.2 Technical Requirements of Shared Transport

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.3 Dedicated Transport

8.3.1 Definition

8.3.1.1 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.

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

8.3.1.2.1 As capacity on a shared facility.

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

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

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

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

8.3.2 Unbundled Local Channel

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

8.3.2.2 BellSouth currently offers Unbundled Local Channels for switched traffic. Rates for these elements are listed in Attachment 11. For those states that do not contain rates in Attachment 11 for DS1 and DS3 switched Local Channels, the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, currently projected for June of 1999, these interim rates will be subject to true-up, and the parties will amend the Agreement to reflect the new rates.

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

8.3.3 Technical Requirements

This Section sets forth technical requirements for all Dedicated Transport.

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

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

every application, they are typically available in the major metropolitan areas.

8.3.3.3 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.

8.3.3.4 Where applicable, for DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.

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

8.3.3.5.1 DS0 Equivalent;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Tandem Switching

9.1 Definition

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

9.2 Technical Requirements

9.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

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

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

9.4.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;

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

9.4.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

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

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

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

9.4.2.3 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).

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

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

9.4.2.6 Upon a reasonable request from Metromedia, 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 Metromedia.

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

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

9.4.2.9 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by Metromedia and BellSouth.

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

9.4.2.11 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.

9.4.3 Interface Requirements

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

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

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

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

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

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

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

9.4.4.2 GR-905-CORE covering CCSNIS;

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

10. Operator Systems

BellSouth agrees to offer access to operator systems pursuant to the terms and conditions following and at the rates set forth in Attachment 11.

10.1 Definition

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

10.2 Operator Service

10.2.1 Definition

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

10.2.2 Requirements

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

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

10.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

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

10.2.2.1.4 BellSouth shall complete person-to-person calls.

10.2.2.1.5 BellSouth shall complete collect calls.

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

10.2.2.1.7 BellSouth shall complete station-to-station calls.

10.2.2.1.8 BellSouth shall process emergency calls.

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

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

10.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

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

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

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

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

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

10.2.3 Interface Requirements

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

10.3 Directory Assistance Service

10.3.1 Definition

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

10.3.2 Requirements

10.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Metromedia's customer, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in Attachment 11 to one of the provided listings, equal to that which BellSouth provides its customers. If not available, Metromedia may request such requirement pursuant to the Bona Fide Request Process of Attachment 9.

10.3.2.2 Directory Assistance Service Updates

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

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

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

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

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

10.4 Branding for Operator Call Processing and Directory Assistance

10.4.1 The BellSouth Operator Systems Branding Feature Provides a definable announcement to CLEC end users using Directory Assistance/Operator Call Processing prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows the CLEC to have its calls custom branded with the CLEC name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing.

10.4.2 BellSouth offers four services levels of branding to CLEC's ordering Directory Assistance and/or Operator Call Processing.

10.4.2.1 Service Level 1 - BellSouth Branding

10.4.2.2 Service Level 2 - Unbranded

10.4.2.3 Service Level 3 - Custom Branding

10.4.2.4 Service Level 4 - Self Branding (applicable only for Resale or Unbundled Port CLEC's who route to an operator service provider other than BellSouth).

10.4.3 Resellers and Unbundled Port CLECS

10.4.3.1 BellSouth Branding is the Default Service Level.

10.4.3.2 Unbranding, Custom Branding, and Self Branding require the CLEC to order selective routing for each originating BellSouth end office identified by the CLEC. Rates for Selective Routing are set forth in Attachment 11.

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

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

10.4.4 Facilities Based CLECs

10.4.4.1 All Service Levels require the CLEC to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

10.4.4.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch for which the CLEC requires service. The recording and loading charges are non-recurring unless the CLEC elects to change the recorded name or requires access to additional TOPS Switches. Customized Branding is limited to the CLEC name.

10.5 Directory Assistance Database Service (DADS)

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

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

10.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listings change activity occurring since CLEC's most recent update. BellSouth shall provide updates to Metromedia on a Business, Residence, or combined Business and Residence basis. Metromedia agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after Metromedia receives the Base File.

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

10.5.5 Rates for DADS are as set forth in Attachment 11.

10.6 Direct Access to Directory Assistance Service

10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide Metromedia's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance Service format. Subscription to DADAS will allow Metromedia to utilize its own switch, operator workstations and optional audio subsystems.

10.6.2 BellSouth will provide DADAS from its DA location. Metromedia will access the DADAS system via a telephone company provided point of

availability. Metromedia has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.

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

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

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

10.6.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification

10.6.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification

10.6.5 Rates for DADAS are as set forth in Attachment 11.

11. Signaling

BellSouth agrees to offer access to unbundled signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in Attachment 11. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

11.1 Definition of Signaling Link Transport

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

11 2 Technical Requirements

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

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

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

11.2.2.2 As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).

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

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

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

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

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

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

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

11.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and

11.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

11.3 Interface Requirements

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

12. Signaling Transfer Points (STPs)

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

12.2 Technical Requirements

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

12.2.1.1 BellSouth Local Switching or Tandem Switching;

12.2.1.2 BellSouth Service Control Points/DataBases;

12.2.1.3 Third-party local or tandem switching;

12.2.1.4 Third-party-provided STPs.

12.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth SS7 network (*i.e.,* transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

12.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an Metromedia 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 Metromedia local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

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

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

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

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

12.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Bellcore ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a Metromedia 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 Metromedia database, then Metromedia agrees to provide BellSouth with the Destination Point Code for the Metromedia database.

12.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:

12.2.6.1 MTP Routing Verification Test (MRVT) and

12.2.6.2 SCCP Routing Verification Test (SRVT).

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

12.2.8 STPs shall be on parity with BellSouth.

12.2.9 SS7 Advanced Intelligent Network (AIN) Access

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

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

12.3 Interface Requirements

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

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

12.3.1.2 A B-link interface from Metromedia local STPs.

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

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

12.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a

BellSouth STP. BellSouth and Metromedia will work jointly to establish mutually acceptable SPOIs.

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

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

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

12.3.6 Message Screening

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

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

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

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

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

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

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

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

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

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

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

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

13. Service Control Points/DataBases

13.1 Definition

13.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

13.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

13.2 Technical Requirements for SCPs/Databases

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to Metromedia in accordance with the following requirements.

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

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

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

13.2.4 Database Availability

Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

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

13.3 Local Number Portability Database

13.3.1 Definition

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

13.4 Line Information Database (LIDB)

BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in Attachment 12.

13.4.1 Definition

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

13.4.2 Technical Requirements

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

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

13.4.2.2 Within two (2) weeks after a request by Metromedia, BellSouth shall provide Metromedia with a list of the customer data items which Metromedia would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

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

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

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

13.4.2.6 All additions, updates and deletions of Metromedia data to the LIDB shall be solely at the direction of Metromedia. Such direction from Metromedia will not be required where the addition, update or deletion is necessary to

perform standard fraud control measures (e.g., calling card auto-deactivation).

13.4.2.7 BellSouth shall provide priority updates to LIDB for Metromedia data upon Metromedia's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

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

13.4.2.9 BellSouth shall perform backup and recovery of all of Metromedia's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.

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

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

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

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

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

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

13.4.3 Interface Requirements

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

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

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

13.4.3.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

13.5 Toll Free Number Database

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

13.5.1 Technical Requirements

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

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

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

13.5.1.3.1 Network Management;

13.5.1.3.2 Customer Sample Collection; and

13.5.1.3.3 Service Maintenance

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

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

13.6.1 Technical Requirements

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

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

13.6.1.2.1 Name;

13.6.1.2.2 Address;

13.6.1.2.3 Telephone number; and

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

13.6.1.3 When the BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless Metromedia requests otherwise

and shall be updated if Metromedia requests, provided Metromedia supplies BellSouth with the updates.

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

13.6.1.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

13.6.2 Interface Requirements

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

13.7 Directory Assistance Database

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

13.8 Calling Name Database. BellSouth shall make available its calling name database at rates, terms and conditions contained in BellSouth's calling name database Agreement.

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

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

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

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

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

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

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

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

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

13.10.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Metromedia the capability that will allow Metromedia and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

13.10.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (*e.g.*, help desk, system administrator) resources available to Metromedia. Scheduling procedures shall provide Metromedia equivalent priority to these resources

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

13.10.4 When Metromedia selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Metromedia to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

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

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

14. DARK FIBER

BellSouth agrees to offer access to Dark Fiber where the state commissions have required such access pursuant to the terms and conditions following and at the rates set forth in Attachment 11. The parties agree that Dark Fiber will be used in the provisioning of local service.

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

14.2 Requirements

14.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to Metromedia pursuant to the prices set forth in Attachment 11 of this Agreement.

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

14.2.3 BellSouth shall use its best efforts to provide to Metromedia information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from Metromedia ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").

14.2.4 BellSouth shall use its best efforts to make Dark Fiber available to Metromedia within thirty (30) business days after it receives written confirmation from Metromedia that the Dark Fiber previously deemed available by BellSouth is wanted for use by Metromedia. This includes identification of appropriate connection points (e.g., Light Guide

Interconnection (LGX) or splice points) to enable Metromedia to connect or splice Metromedia provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

15. SS7 Network Interconnection

15.1.1 Definition

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

15.1.2 Technical Requirements

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

15.1.2.1.1 BellSouth local or tandem switching systems;

15.1.2.1.2 BellSouth DBs; and

15.1.2.1.3 Other third-party local or tandem switching systems.

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

15.1.2.3 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).

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

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

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

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

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

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

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

15.1.2.8 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.

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

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

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

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

15.1.3 Interface Requirements

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

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

15.1.3.1.2 B-link interface from Metromedia STPs.

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

15.1.3.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and Metromedia will work jointly to establish mutually acceptable SPOI.

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

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

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

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

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

15.1.3.5 BellSouth shall set message screening parameters to block accept messages from Metromedia local or tandem switching systems destined

to any signaling point in the BellSouth SS7 network with which the Metromedia switching system has a legitimate signaling relation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Basic 911 and E911

If Metromedia orders unbundled network elements, then Metromedia 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 and at the rates set forth in Attachment 11.

16.1 Definition

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

16.2 Requirements

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

16.2.2 E911 Service Provisioning. For E911 service, Metromedia will be required to install a minimum of two dedicated trunks originating from the Metromedia 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. Metromedia will be required to provide BellSouth daily updates to the E911 database. Metromedia 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, Metromedia 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. Metromedia shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

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

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

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

17. Name (CNAM)

The agreement for Calling Name (CNAM) with standard pricing is included as part of this agreement in Attachment 13. Metromedia must provide to its account manager a written request with a requested activation date to activate this service. If Metromedia is interested in requesting CNAM with volume and term pricing, Metromedia must contact its account manager to request a separate CNAM volume and term agreement.

Attachment 3

Local Interconnection

Local Interconnection

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

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

1. Local Traffic Exchange

1.1 Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS"). The terms Exchange and EAS exchanges are defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Until the Commission, the FCC or a court of competent jurisdiction determines, in a final and non-appealable order ("Order"), whether Enhanced Service Provider ("ESP") and Information Service Provider ("ISP") traffic is within the definition of Local Traffic, such traffic will be held for payment until the jurisdiction of such traffic is determined. The Parties will maintain billing records identifying all such Enhanced Service Provider and Information Service Provider traffic as stated in General Terms and Conditions of this Agreement.

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

1.2.1 Trunk-side of local switch.

1.2.2 Trunk interconnection points for tandem switch.

1.2.3 Central office cross-connect points.

1.2.4 Out-of-band signal transfer points.

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

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

1.3 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other party. For purposes of developing the PLU, each party shall consider every local call and every long distance call, excluding intermediary traffic. Effective on the first of January, April, July and October of each year, BellSouth and Metromedia shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate local usage compensation to be paid.

1.3.1 Percentage Interstate Usage. For combined interstate and intrastate Metromedia traffic terminated by BellSouth over the same facilities, Metromedia 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 Metromedia. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate local usage compensation to be paid.

1.4 Audits. On thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Metromedia shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU and/or PIU by twenty

percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

1.5 Unidentified local traffic. Each party will provide the other with information that will allow it to distinguish Local from IntraLATA Toll traffic for its customers. At a minimum, each party shall utilize NXXs in such a way that the other party shall be able to distinguish Local from IntraLATA Toll traffic for its customers and for reciprocal compensation purposes. Whenever BellSouth delivers traffic to Metromedia for termination on the Metromedia's network, if BellSouth cannot determine because of the manner in which Metromedia 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 Metromedia can provide sufficient information for BellSouth to determine whether said traffic is local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that Metromedia cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and the Metromedia.

1.6 Intermediary Tandem Switching. BellSouth will provide intermediary tandem switching and transport services for Metromedia's connection of its end user to a local end user of a telecommunications carrier where both the CLEC and telecommunications carrier are connected at the same tandem. Rates for intermediary tandem switching and transport will be as set forth in Attachment 11. The Parties agree that any billing to another telecommunication carrier under this section shall be pursuant to MECAB procedures.

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

necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.

1.7.1 Where either company has been notified that the other company has a Billing Guarantee Practice, each company so notified (the Initial Billing Company or the recording company) will be held liable for any access revenues which it has caused to be determined unbillable under the guidelines of such Billing Guarantee Practice of the other company. Each company will provide complete documentation to the other to substantiate any claim of unbillable access revenues. A negotiated settlement will be agreed upon between the companies.

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

1.7.3 Each company agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.

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

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

1.7.6 The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Company to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Company. Each company agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

1.8 Rates. Rates for interconnection for local traffic on the BellSouth network as set out in this Section are set out in Attachment 11. Compensation for interconnection is reciprocal, as set out in Section 8 below.

2. Exchange of intraLATA toll traffic

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

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

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

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

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

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

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

3. Methods of Interconnection

Interconnection for telephone exchange service and exchange access shall be either at BellSouth access tandems, local tandems and/or at BellSouth end offices within a local calling area or other authorized area (e.g., an Extended Area Service Zone), or by multiple tandem access as set forth in 3.1. Interconnection is available through: (1) virtual collocation; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other company.

3.1 Multiple Tandem Access. Within each LATA, Metromedia must interconnect at all BellSouth access tandems where Metromedia NXXs are "homed." However, if Metromedia does not have NXXs homed at each access tandem within a LATA and elects not to interconnect at such access tandems where no NXXs are homed, Metromedia must order MTA in each access tandem within the LATA where it interconnects to the extent it desires to terminate traffic to customers served through access tandems in the LATA to which Metromedia has not interconnected. MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

With MTA, both parties agree that mutual and reciprocal compensation for local traffic will be based on the Local Interconnection (Call Transport and Termination) rates specified in Attachment 11 on a statewide basis.

4. Trunk Groups

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

5. Network Design and Management for Interconnection

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

its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.

5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other party to which each party provides local interconnection. Attachment 2 contains detailed service descriptions, technical requirements and quality measures provided to each other.

5.4 Network Management Controls. Both parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls, *e.g.*, call gapping, to alleviate or prevent network congestion.

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

5.6 Forecasting Requirements.

5.6.1 The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to

establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas.

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

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

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

5.7 Call Information. BellSouth and Metromedia will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

6. Parity in Ordering and Provisioning

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

7. Local Dialing Parity

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

8. Local Interconnection Compensation

8.1 The Parties shall provide for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on each other's network. The parties agree that charges for transport and termination of calls on its respective networks are as set forth in Attachment 11. When BellSouth chooses to purchase transport from Metromedia for delivery of BellSouth originated traffic to Metromedia, BellSouth will pay Metromedia for transporting BellSouth originated traffic from Metromedia's point of presence located within the LATA in which the call originated to the V & H coordinates of the Metromedia terminating NPA/NXX in the same LATA.

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

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

Attachment 4

Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

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

1. SCOPE OF ATTACHMENT

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

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

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

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

1.5 Availability of Space. BellSouth will permit Metromedia to physically collocate, pursuant to the terms of this Attachment 4, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or due to technical infeasibility. Such determinations shall be subject to the following condition: after notifying Metromedia that BellSouth has no available space in a particular Premises, BellSouth must timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth will maintain a waiting list of customers on a first come, first served basis. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. BellSouth will post a

Carrier Notification letter on BellSouth's Interconnection website as a general notice that space in a Premises has become available. Upon request BellSouth will advise Metromedia as to its position on the list. Notwithstanding the foregoing, should any state regulatory agency impose a different procedure regarding the assignment of space in a central office where space has been previously unavailable, that procedure shall supersede the requirements set forth herein.

2. OCCUPANCY

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

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

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

3. USE OF COLLOCATION SPACE

3.1 Equipment Type BellSouth permits the placement of equipment in the Physical Collocation arrangement where such equipment is utilized for the purposes of providing telecommunication services through interconnection or through access to unbundled network elements. Where that equipment can also provide information services, the telecommunications carrier may offer information services through the same arrangement, so long as it is also offering telecommunications services through the same arrangement. BellSouth will not permit collocation of equipment that will be used only to provide enhanced services or information services. BellSouth will not accept collocation requests from entities that are not telecommunications carriers.

3.1.1 Such equipment must at a minimum comply with the BellCore Network Equipment Building Systems (NEBS) General Equipment Requirements and National Electric Code standards.

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

3.2 Entrance Facilities. Metromedia may elect to place Metromedia-owned or Metromedia-leased entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. Metromedia will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. Metromedia will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the Metromedia's equipment in the Collocation Space. Metromedia must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Metromedia is responsible for maintenance of the entrance facilities. BellSouth will allow the placement of 432 count fiber between the manhole and MFN's collocation cage, as long as the current duct structure is of a sufficient size to accommodate the requested cable, the existing capacity is available to accommodate the request, and it conforms with the Interconnection Agreement and all rules and regulations associated with collocation space.

3.2.1 Dual entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for collocation under this Agreement, BellSouth shall provide Metromedia 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 Metromedia's arrangement. The

location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

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

3.3 Splicing in the Entrance Manhole. Although not generally permitted, should Metromedia 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 Metromedia by BellSouth, Metromedia shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

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

3.5 Metromedia's Equipment and Facilities. Metromedia is solely responsible for the layout, design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by Metromedia in the Collocation Space. Without limitation of the foregoing provisions, Metromedia will be responsible for servicing, supplying, repairing, installing and maintaining the following: (1) cable(s); (2) equipment; (3) point-of-termination cross-connects; (4) point of termination maintenance, including replacement fuses and circuit breaker restoration, if not performed by BellSouth; and (5) connection cable(s) and associated equipment which may be required within the Collocation Space to the points of interconnection. Other carriers may directly connect their interconnection facilities and/or Unbundled Network Elements at MFN's collocation cage. The CLEC ordering BellSouth services to MFN's cage would be financially responsible to BellSouth for the services ordered. MFN would provide the CLEC customer with a Letter of Authorization and Circuit Facility Assignments to which the CLEC would connect BellSouth unbundled elements / services at MFN's cage/virtual space.

3.6 MFN may interconnect its network with that of other collocating carriers by connecting fiber from its collocated fiber distribution frame to the Collocated equipment of other carriers via a fiber cross-connection facility so long as the fiber and collocated equipment of MFN and the cross-connected carrier(s) is used for interconnection with BellSouth for access to Unbundled Network Elements or Tariff Services. MFN may provide the connection between its collocated fiber/equipment and the collocated equipment of another carrier via a fiber cross-connection or other connecting transmission facility that, at a minimum, complies in all respects with BellSouth's technical and engineering requirements. Where MFN and the connecting collocator are located within contiguous physical collocation space in the area designated for physical collocation within the BellSouth premises, MFN may perform the fiber connection itself. For all other connections between MFN's collocated equipment and that of other collocated carriers, MFN may either arrange directly with a BellSouth certified vendor to perform the connection or may purchase cross-connects from BellSouth.

3.7 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 equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to Metromedia when access to the Collocation Space is required. Metromedia may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Metromedia will not bear any of the expense associated with this work.

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

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

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

3.10 Personalty and its Removal. Subject to requirements of this Agreement, Metromedia may place or install in or on the Collocation Space such facilities and

equipment, including storage for and spare equipment, as it deems desirable for the conduct of business, Provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by Metromedia 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 Metromedia at any time. Any damage caused to the Collocation Space by Metromedia's employees, agents or representatives during the removal of such property shall be promptly repaired by Metromedia at its expense.

3.11 Alterations. In no case shall Metromedia or any person acting on behalf of Metromedia make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Metromedia.

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

4. ORDERING AND PREPARATION OF COLLOCATION SPACE

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

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

4.2 Bona Fide Firm Order. Metromedia 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 Metromedia to complete the Application/Inquiry process described in Subsection 4.1, preceding, submit an updated Application document that is substantially and materially identical to the initial Application/Inquiry document and is complete and accurate based on the outcome of the Application/Inquiry process, and pay all applicable fees referenced in Article 5, following. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) days after BellSouth's response to Metromedia's Application/Inquiry. If Metromedia makes signi: ant changes from the Application/Inquiry to space, power, or wiring requirements or changes in the amount or type of equipment to be placed, BellSouth will be required to re-evaluate and re-respond to the request. In the event BellSouth is required to re-evaluate and re-respond to the request, BellSouth's provisioning interval will not start until the re-evaluation and response is complete and the Bona Fide Firm Order is accepted by BellSouth.

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

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

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

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

4.3.1 Joint Planning Meeting. A joint planning meeting or other method of joint planning between BellSouth and Metromedia will commence within a maximum of 20 days from BellSouth's receipt of a complete and accurate firm order and the payment of agreed upon fees. At such meeting, the parties will agree to the

preliminary design of the collocation space and the equipment configuration requirements as designated by Metromedia on its Bona Fide Firm Order. In the event Metromedia materially modifies its request as a result of the coordination meeting outcome, such modifications must be submitted to BellSouth in writing and a firm order date reestablished. The Collocation Space Completion time period will be provided to Metromedia during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting. If BellSouth needs to reevaluate Metromedia's application as a result of changes requested by Metromedia to Metromedia's original application, then BellSouth will charge Metromedia a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require Metromedia to resubmit the application with an application fee.

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

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

4.4 Use of Certified Vendor. Metromedia shall select an equipment installation vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. BellSouth shall provide Metromedia with a list of Certified Vendors upon request. The Certified Vendor shall be responsible for installing Metromedia's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Metromedia upon successful completion of installation. The Certified Vendor shall bill Metromedia directly for all work performed for Metromedia pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying Metromedia or any vendor proposed by Metromedia.

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

4.6 Basic Telephone Service. Upon request of Metromedia, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

4.7 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Ce· ·al Office space or support mechanisms which is required to accommodate physical collocation. Metromedia's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by Metromedia 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, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will reimburse Metromedia in an amount equal to Metromedia reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

4.8 Space Enclosure. Although enclosures are not required, upon request of Metromedia, BellSouth shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. Metromedia may request enclosed floor space in increments of fifty (50) square feet, with a minimum of one hundred (100) square feet. Metromedia may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. 'BellSouth will provide guidelines and specifications upon request. Such contractor shall directly bill Metromedia for activities associated with the space enclosure construction. Metromedia must provide the local BellSouth building contact with a card, key or other access device used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Metromedia's locked enclosure prior to notifying Metromedia.

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

4.10 Virtual Collocation Transition. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become availab: ?·tromedia may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. To the extent physical collocation space has become available within 180 days of Metromedia's

submission of a Bona Fide Firm Order for virtual collocation, Metromedia will receive a credit for any nonrecurring charges previously paid for such virtual collocation arrangement. Metromedia must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

4.11 Cancellation. If Metromedia cancels its order for the Collocation Space(s), Metromedia 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 Metromedia would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

4.12 Licenses. Metromedia, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

5. RATES AND CHARGES

5.1 Non-recurring Fees. In addition to the Application Fee referenced in Section 4, preceding, Metromedia shall remit payment of a Cable Installation Fee; Space Construction Fee, as applicable, and one-half (1/2) of the estimated Space Preparation Fee, as applicable, coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) days following Metromedia's receipt of a bill or invoice from BellSouth. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in subsection 5.5) when Metromedia requests a modification to the arrangement.

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

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

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

5.5 Subsequent Application Fee. BellSouth requires the submission of additional documentation when Metromedia desires to modify the use of the Collocation Space. Metromedia shall complete an application form including all information

regarding the modification to the collocation arrangement. BellSouth shall determine what modifications, if any, to the premises are required to accommodate the change requested by Metromedia in the application. Such modifications to the premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements and changes to power plant requirements. The fee paid by Metromedia for its request to modify the use of the collocation space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no subsequent application fee will be assessed. The fee for an application where the modification requested has limited effect , e.g. does not require capital expenditure by BellSouth, shall not exceed $1600.00. All other subsequent application fees shall be assessed at $3850.00.

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

5.7 Power. (1) Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to Metromedia's equipment or space enclosure. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by Metromedia's certified vendor. Metromedia'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 Metromedia's request to collocate in that central office ("Power Plant Construction"), Metromedia shall pay its pro-rata share of costs associated with the Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall comply with all BellCore and ANSI Standards regarding power cabling, including BellCore Network Equipment Building System (NEBS) Standard TR-EOP-000063. BellSouth will notify Metromedia 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. Metromedia shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. Metromedia 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. Metromedia has the option to perform the Power Plant Construction itself; provided, however, that such work shall be performed by

a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Agreement Metromedia shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Agreement, such upgrades shall become the property of BellSouth.

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

5.9 Other. Payment of all other charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). Metromedia will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

6. INSURANCE

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

6.2 Metromedia shall maintain the following specific coverage:

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

6.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000.00) each accident, one hundred thousand dollars ($100,000.00) each employee by disease, and five hundred thousand dollars ($500,000.00) policy limit by disease.

6.2.3 Metromedia may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

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

6.4 All policies purchased by Metromedia shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Central Office and shall remain in effect for the term of this Agreement or until all Metromedia's property has been removed from BellSouth's Central Office, whichever period is longer. If Metromedia fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Metromedia.

6.5 Metromedia 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. Metromedia shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from Metromedia's insurance company. Metromedia shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

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

6.6 Metromedia must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

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

7. MECHANICS LIENS

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

8. INSPECTIONS

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

9. SECURITY.

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

10. DESTRUCTION OF COLLOCATION SPACE.

10.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Metromedia's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Agreement, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Metromedia's permitted use, or is damaged and the option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed promptly without expense to Metromedia, 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. Metromedia 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 Metromedia's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Metromedia. Where allowed and where practical, Metromedia may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Metromedia shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Metromedia's permitted use, until such Collocation Space is fully repaired and restored and Metromedia's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored).

11. EMINENT DOMAIN

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

12. NONEXCLUSIVITY

12.1 Metromedia understands that this Agreement is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

13. NOTICES

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

To BellSouth:	To Metromedia:
3535 Colonnade Parkway	_____
Room E4E1	_____
Birmingham, AL 35243	_____
ATTN: CLEC Account Team	ATTN:_____

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

EXHIBIT A: BELLSOUTH/Metromedia RATES – ALABAMA PHYSICAL COLLOCATION

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee	Per Request	NA	$7,124 00 Disconnect Charge $1 73
Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed $1600 00
Space Preparation Fee (Note 2)	Per Request	ICB	NA
Space Construction (Note 3)	Per 100 square feet/per Each Additional 50 square feet	$136 64/$15 85	NA
Floor Space	Per square foot	$3.85	NA
Cable Installation	Per 72 Strand Fiber Cable Per 432 Strand Fiber Cable	NA	$2,335.00 Disconnect Charge $54 39 $5,230.00
Cable Support Structure	Per entrance cable- 72 Strand Fiber	$23.23	NA
Power	Per Amp	$7.14	NA
Cross Connects (Note 4)			First / Additional
2-wire		$.28	$30.76/$29.40
4-wire		$.56	$31.01/$29.58
DS-1		$2.14	$60.81/$41.71
DS-3		$38.63	$57.80/$39.81
2-fiber		$10.44	$73.00/$52.00
4-fiber		$18.76	$88.00/$67.00
			Disconnect Charges First / Additional
2-wire			$12.75/$11.38
4-wire			$12.82/$11.39
DS-1			$12.85/$11.50
DS-3			$14.93/$11.76

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

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Security Escort Regular Time Overtime Premium Time	Per 1/2 hour/Additional Half-hour	NA NA NA	$43 47/$25 82 $55.25/$32.79 $67 03/$39 76
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
Additional Security Access Cards (Note 6)	Per Card	NA	$10 00
POT Bay 2 Wire Cross-Connect 4 Wire Cross-Connect DS1 Cross-Connect DS3 Cross-Connect 2 Fiber Cross-Connect 4 Fiber Cross-Connect		$0 08 $0.17 $0.69 $4.74 $25.89 $34.91	NA NA NA NA NA NA
Direct Connection (Note 7) Fiber/Copper or Coaxial Arrangement -with Initial Application Fiber/Copper or Coaxial - with Subsequent to Application Fiber/Copper or Coaxial	 Per cable, per linear foot Per arrangement Per arrangement	 $0.06/$0.03 NA NA	 NA NA $246.00/$246.00

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

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

(1) Subsequent Application Fee: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Metromedia 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 central office, which include survey, engineering, design and modification costs for network, building and support systems. In the event Metromedia opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Metromedia as prescribed in Article 5 of the Collocation Agreement.

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

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

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

(5) Additional Engineering Fee: BellSouth's additional engineering, and other labor costs associated with handling Metromedia-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, Metromedia agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

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

(7) Direct Connection. As stated in Article 1.2 of the Collocation Agreement, Metromedia may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

EXHIBIT A: BELLSOUTH/Metromedia RATES - FLORIDA PHYSICAL COLLOCATION

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee	Per Request	$15 53	$3,248 00
Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed $1600 00
Space Preparation Fee (Note 2)	Per Request	NA	ICB
Space Construction (Note 3)			
Wire Cage	Per first 100 sq. Ft.	$41 99	NA
Gypsum Board Cage	Per first 100 sq. Ft.	$84 10	NA
Fire Rated Cage	Per first 100 sq. Ft.	$99 73	NA
Wire Cage	Per add'l 50 sq. Ft.	$4.14	NA
Gypsum Board Cage	Per add'l 50 sq. Ft.	$9.35	NA
Fire Rated Cage	Per add'l 50 sq. Ft.	$11.30	NA
Floor Space	Per sq Ft.	$4.25	NA
Cable Installation	Per 72 Strand Fiber Cable	$2.77	$1,056 00
	Per 432 Strand Fiber Cable	NA	$5,305 00
Cable Support Structure	Per 72 stand fiber cable entrance	$22.94	NA
Power	Per Amp	$6.95	NA
Cross Connects			
2-wire	Per 100 Circuits	$5 24	$1,157.00
4-wire	Per 100 Circuits	$5 24	$1,157.00
DS-1/DCS	Per 28 Circuits	$226.39	$1,950.00
DS-1/DSX	Per 28 Circuits	$14.51	$1,950 00
DS-3/DCS	Per Circuit	$56.97	$528.00
DS-3/DSX	Per Circuit	$10.06	$528.00
Optical Circuits	Per Circuit	$6.46	$2,431.00
Security Escort			
Regular Time	Per ¼ hour	NA	$10.89
Overtime	Per ¼ hour	NA	$13.64
Premium Time	Per ¼ hour	NA	$16.40

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

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Additional Engineering Fee (Note 4)	Per request, First half hour/Add'l half hour		First /Add'l Basic Time - $31.00/$22 00 Overtime - $37 00/$26 00
Security Access Cards	Per Request (5 Cards)	NA	$85 12
POT Bay (Note 5)		NA	NA
Direct Connection (Note 6) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	$0.06/$0.03	NA
-with Initial Application Fiber/Copper or Coaxial	Per arrangement	NA	NA
- with Subsequent to Application Fiber/Copper or Coaxial	Per arrangement	NA	$246.00/$246.00

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, Metromedia 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 central office, which include survey, engineering, design and modification costs for network, building and support systems. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and type of arrangement requested.

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

(4) Additional Engineering Fee BellSouth's additional engineering, and other labor costs associated with handling Metromedia-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. Metromedia agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

(5) 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 Metromedia to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory

(6) Direct Connection As stated in Article 1 2 of the Collocation Agreement Metromedia may connect to other CLECs within the designated Central Office in addition and not in lieu of, interconnection to BellSouth services and facilities Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis BellSouth shall provide an estimate of these charges in the Application Response Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply

EXHIBIT A: BELLSOUTH/Metromedia RATES - GEORGIA
PHYSICAL COLLOCATION

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee	Per Request	NA	$3.850 00
Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed $1600 00
Space Preparation Fee (Note 2)	Per square foot	NA	$100.00
Space Construction (Note 3)	Per square foot	NA	$45 00
Floor Space Zone A Zone B	 Per square foot Per square foot	 $7.50 $6.75	 NA NA
Cable Installation	Per 72 Strand Fiber Cable Per 432 Strand Fiber Cable	NA NA	$2,750.00 $5,225.00
Cable Support Structure	Per 72 Strand entrance cable	$13.35	NA
Power	Per Amp	$5 00	NA
Cross Connects 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	 	 $ 30 $.50 $8.00 $72.00 $10.29 $18.50	First / Additional $12.60/$12.60 $12.60/$12.60 $155.00/$27.00 $155.00/$27.00 $73.00/$52.00 $88.00/$67.00
Security Escort Regular Time Overtime Premium Time	 Per 1/2 hour/Additional Half-hour	 NA NA NA	 $41.00/$25.00 $48.00/$30.00 $55.00/$35 00
Additional Engineering Fee (Note 4)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37 00/$26.00
Additional Security Access Cards (Note 5)	Per Card	NA	$10.00

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

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
POT Bay			
2 Wire Cross-Connect		$0 40	NA
4 Wire Cross-Connect		$1 20	NA
DS1 Cross-Connect		$1 20	NA
DS3 Cross-Connect		$8 00	NA
2 Fiber Cross-Connect		$25 53	NA
4 Fiber Cross-Connect		$34 43	NA
Direct Connection (Note 6) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	$0 06/$0.03	NA
-with Initial Application Fiber/Copper or Coaxial	Per arrangement	NA	NA
- with Subsequent to Application Fiber/Copper or Coaxial	Per arrangement	NA	$246 00/$246 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, Metromedia will be assessed the full Application Fee for all subsequent activity for completed arrangements.

(2) Space Preparation Fee: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with the shared physical collocation area within a central office, 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 Metromedia opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Metromedia as prescribed in Article 5 of the Collocation Agreement.

(3) Space Enclosure Construction Fee: The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. 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. Metromedia may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and

specifications In this event, the contractor shall directly bill Metromedia for the space enclosure, and this fee shall not be applicable

(4) Additional Engineering Fee. BellSouth's additional engineering, and other labor costs associated with handling Metromedia-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, Metromedia agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted

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

(6) Direct Connection. As stated in Article 1 2 of the Collocation Agreement, Metromedia may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

EXHIBIT A: BELLSOUTH/Metromedia RATES - KENTUCKY PHYSICAL COLLOCATION

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee	Per Request	NA	$9.926 72
Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed $1600 00
Space Preparation Fee (Note 2)	Per Request	NA	ICB
Space Construction (Note 3)	Per 100 square feet/per Eacn Additional 50 square feet	NA	$9,985 50/$1,092. 21
Floor Space Zone A Zone B	 Per square foot Per square foot	 $5.00 $5 00	 NA NA
Cable Installation	Per 72 Strand Fiber Cable Per 432 Strand Fiber Cable	NA NA	$2,327.08 $5,235.00
Cable Support Structure	Per entrance cable	$24 23	NA
Power	Per Amp	$7.68	NA
Cross Connects 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber		 $ 31 $.62 $1 92 $39.94 $13.28 $23.87	First / Additional $54.21/$51.07 $54 23/$50.96 $99.23/$69.15 $97.48/$66.90 $73.00/$52.00 $88.00/$67.00
Security Escort Regular Time Overtime Premium Time	Per 1/2 hour/Additional Half-hour	NA NA NA	$56.09/$31.99 $67.75/$39.00 $79.41/$46.01
Additional Engineering Fee (Note 4)	Per request, First half hour/Add'l Half hour		First-/Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Additional Security Access Cards (Note 5)	Per Card	NA	$10 00
POT Bay			
2 Wire Cross-Connect		$0 06	NA
4 Wire Cross-Connect		$0 15	NA
DS1 Cross-Connect		$0 58	NA
DS3 Cross-Connect		$4 51	NA
2 Fiber Cross-Connect		$32.94	NA
4 Fiber Cross-Connect		$44 42	NA
Direct Connection (Note 6) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	$0 06/$0.03	NA
-with Initial Application Fiber/Copper or Coaxial	Per arrangement	NA	NA
- with Subsequent to Application Fiber/Copper or Coaxial	Per arrangement	NA	$246 00/$246.00

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, Metromedia 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 central office, which include survey, engineering, design and modification costs for network, building and support systems. In the event Metromedia opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Metromedia as prescribed in Article 5 of the Collocation Agreement.

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

(4) Additional Engineering Fee: BellSouth's additional engineering, and other labor costs associated with handling Metromedia-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, Metromedia agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted

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

(6) Direct Connection As stated in Article 1 2 of the Collocation Agreement, Metromedia may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

EXHIBIT A: BELLSOUTH/Metromedia RATES – LOUISIANA
PHYSICAL COLLOCATION

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee	Per Request	NA	$4.910 00
Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed $1600 00
Space Preparation Fee (Note 2)	Per Request	ICB	NA
Space Construction (Note 3)	Per 100 square feet/per Each Additional 50 square feet	$136.63/$15 85	NA
Floor Space	Per square foot	$4 01	NA
Cable Installation	Per 72 Strand Fiber Cable Per 432 Strand Fiber Cable	NA NA	$1,706 00 Disconnect Charge $36.00 $5,225 00
Cable Support Structure	Per 72 Strand Fiber entrance cable	$24.05	NA
Power	Per Amp	$7 15	NA
Cross Connects (Note 4) 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber 2-wire 4-wire DS-1 DS-3		 $.26 $.52 $2.03 $36.27 $10.20 $18.34	First / Additional $23 04/$22.11 $23.23/$22.24 $43.61/$30 60 $41.46/$29.20 $73.00/$52.00 $88.00/$67 00 Disconnect Charges First / Additional $9.48/$8.54 $9.53/$8.55 $9.56/$8.63 $11.06/$8.86

EXHIBIT A: BELLSOUTH/Metromedia RATES - LOUISIANA PHYSICAL COLLOCATION (cont.)

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Security Escort			
Regular Time	Per 1/2	NA	$32 35/$19 95
Overtime	hour/Additional	NA	$40 50/$25 00
Premium Time	Half-hour	NA	$48 66/$30 05
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
Additional Security Access Cards (Note 6)	Per Card	NA	$10.00
POT Bay			
2 Wire Cross-Connect		$0 0776	NA
4 Wire Cross-Connect		$0.1552	NA
DS1 Cross-Connect		$0 6406	NA
DS3 Cross-Connect		$4 75	NA
2 Fiber Cross-Connect		$25.30	NA
4 Fiber Cross-Connect		$34.12	NA
Direct Connection (Note 7) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	$0.06/$0.03	NA
-with Initial Application Fiber/Copper or Coaxial	Per arrangement	NA	NA
- with Subsequent to Application Fiber/Copper or Coaxial	Per arrangement	NA	$246 00/$246.00

EXHIBIT A: BELLSOUTH/Metromedia RATES - LOUISIANA PHYSICAL COLLOCATION (cont.)

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

(1) Subsequent Application Fee BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Metromedia 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 central office, which include survey, engineering, design and modification costs for network, building and support systems. In the event Metromedia opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Metromedia as prescribed in Article 5 of the Collocation Agreement.

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

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

		Disconnect Charges
	First / Additional	First / Additional
2-wire	$24.92/$23.99	$10.56/$9.62
4-wire	$25.11/$24.12	$10.61/$9.63
DS-1	$45.49/$32.48	$10 64/$9.71
DS-3	$43.34/$31.08	$12.14/$9.94

(5) Additional Engineering Fee: BellSouth's additional engineering, and other labor costs associated with handling Metromedia-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, Metromedia agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

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

(7) Direct Connection. As stated in Article 1.2 of the Collocation Agreement, Metromedia may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

EXHIBIT A: BELLSOUTH/Metromedia RATES – MISSISSIPPI PHYSICAL COLLOCATION

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee	Per Request	NA	$6,993 00 Disconnect Charge $1 70
Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed $1600 00
Space Preparation Fee (Note 2)	Per Request	ICB	NA
Space Construction (Note 3)	Per 100 square feet/per Each Additional 50 square feet	$132.65/$15 39	NA
Floor Space Zone A	Per square foot	$3 45	Disconnect Charge $53.24
Cable Installation	Per 72 Strand Fiber Cable Per 432 Strand Fiber Cable	NA NA	$2,419 00 $5,350.00
Cable Support Structure	Per 72 Strand Fiber entrance cable	$22.90	NA
Power	Per Amp	$6.93	NA
Cross Connects (Note 4) 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber 2-wire 4-wire DS-1 DS-3		 $.3996 $ 7992 $2.90 $53.31 $15.82 $28.43	First / Additional $30.93/$29.59 $31.17/$29.77 $60.42/$41.68 $57 45/$39.81 $73 00/$52.00 $88.00/$67.00 Disconnect Charges First / Additional $12.76/$11.43 $12.83/$11.43 $12.87/$11.54 $14.92/$11 80

EXHIBIT A: BELLSOUTH/Metromedia RATES - MISSISSIPPI PHYSICAL COLLOCATION (cont.)

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Security Escort			
Regular Time	Per 1/2 hour/Additional Half-hour	NA	$42.87/$25 54
Overtime		NA	$54 43/$32 41
Premium Time		NA	$65 99/$39 28
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
Additional Security Access Cards (Note 6)	Per Card	NA	$10.00
POT Bay			
2 Wire Cross-Connect		$0.1195	NA
4 Wire Cross-Connect		$0 2389	NA
DS1 Cross-Connect		$0.9862	NA
DS3 Cross-Connect		$5.81	NA
2 Fiber Cross-Connect		$39.23	NA
4 Fiber Cross-Connect		$52.91	NA
Direct Connection (Note 7) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	$0.06/$0.03	NA
-with Initial Application Fiber/Copper or Coaxial	Per arrangement	NA	NA
- with Subsequent to Application Fiber/Copper or Coaxial	Per arrangement	NA	$246.00/$246.00

EXHIBIT A: BELLSOUTH/Metromedia RATES - MISSISSIPPI PHYSICAL COLLOCATION (cont.)

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

(1) Subsequent Application Fee BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation Should the Subsequent Application Fee not be included as part of this Attachment, Metromedia 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 central office, which include survey, engineering, design and modification costs for network, building and support systems. In the event Metromedia opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Metromedia as prescribed in Article 5 of the Collocation Agreement.

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

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

		Disconnect Charges
	First / Additional	First / Additional
2-wire	$33.58/$32.24	$14.27/$12.94
4-wire	$33.82/$32.42	$14 34/$12.94
DS-1	$63.07/$44.33	$14.38/$13.05
DS-3	$60.10/$42.46	$16.43/$13 31

(5) Additional Engineering Fee: BellSouth's additional engineering, and other labor costs associated with handling Metromedia-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, Metromedia agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

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

(7) Direct Connection. As stated in Article 1.2 of the Collocation Agreement, Metromedia may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response, Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

EXHIBIT A: BELLSOUTH/Metromedia RATES – SOUTH CAROLINA PHYSICAL COLLOCATION

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee	Per Request	NA	$4,850 00
Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed $1600 00
Space Preparation Fee (Note 2)	Per Request	NA	ICB
Space Construction (Note 3)	Per 100 square feet/per Each Additional 50 square feet	$144 80/$16 80	NA
Floor Space	Per square foot	$3 90	NA
Cable Installation	Per 72 Strand Fiber Cable Per 432 Strand Fiber Cable	NA NA	$2,217.00 $5,090.00
Cable Support Structure	Per 72 Strand Fiber entrance cable	$24.55	NA
Power	Per Amp	$7.09	NA
Cross Connects (Note 4) 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber		 $ 3648 $.7297 $2.70 $49.24 $13 75 $24.71	First / Additional $41.50/$38.94 $41.56/$38.90 $70.79/$50.78 $69.60/$49.14 $73.00/$52.00 $88.00/$67.00
Security Escort Regular Time Overtime Premium Time	Per 1/2 hour/Additional Half-hour	NA NA NA	$43 00/$25.57 $54.62/$32.46 $66.24/$39.35
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

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Additional Security Access Cards (Note 6)	Per Card	NA	$10 00
POT Bay			
2 Wire Cross-Connect		$ 1091	NA
4 Wire Cross-Connect		$ 2181	NA
DS1 Cross-Connect		$ 9004	NA
DS3 Cross-Connect		$5 64	NA
2 Fiber Cross-Connect		$34.09	NA
4 Fiber Cross-Connect		$45.97	NA
Direct Connection (Note 7) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	$0 06/$0 03	NA
-with Initial Application Fiber/Copper or Coaxial	Per arrangement	NA	NA
- with Subsequent to Application Fiber/Copper or Coaxial	Per arrangement	NA	$246.00/$246.00

EXHIBIT A: BELLSOUTH/Metromedia RATES – SOUTH CAROLINA PHYSICAL COLLOCATION (cont.)

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

(1) Subsequent Application Fee: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Metromedia 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 central office, which include survey, engineering, design and modification costs for network, building and support systems. In the event Metromedia opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Metromedia as prescribed in Article 5 of the Collocation Agreement.

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

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

	First / Additional
2-wire	$46.66/$44.10
4-wire	$46.68/$44.02
DS-1	$75.88/$55.87
DS-3	$74.69/$54.23

(5) Additional Engineering Fee: BellSouth's additional engineering, and other labor costs associated with handling Metromedia-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, Metromedia agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

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

(7) Direct Connection. As stated in Article 1.2 of the Collocation Agreement, Metromedia may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

North Carolina & Tennessee
Schedule of Rates and Charges

Rate Element Description		Type of Charge	Charge
Application Fee		NRC (per Arrangement, per C.O.)	$3,850 00
Subsequent Application Fee (Note 1)		NRC (per Arrangement, per C.O)	ICB
No greater than $1,600.00			
Space Preparation Fee (Note 2)		NRC (per Arrangement, per C.O.)	ICB
Space Enclosure Construction Fee (Note 3)		NRC (per Arrangement, per C O.)	$4,500 00
Additional Engineering Fee (Note 4)		NRC	ICB
Cable Installation		NRC (per 72 strand fiber cable)	$2,750 00
- North Carolina		NRC (per 432 strand fiber cable)	$5,330 00
- Tennessee		NRC (per 432 strand fiber cable)	$4,585 00
Floor Space		RC (per square foot)	$7.50
Power		RC (per amp)	$5.00
Cable Support structure		RC (per entrance cable)	$13 35
Cross-Connects2-wire		RC (per cross-connect)	$0.30
	4-wire	RC (per cross-connect)	$0 50
	DS1	RC (per cross-connect)	$8.00
	DS3	RC (per cross-connect)	$72.00
	2-fiber	RC (per cross-connect)	$15 90
	4-fiber	RC (per cross-connect)	$28.50
	2-wire	NRC (first cross-connect)	$19.20
	4-wire	NRC (first cross-connect)	$19.20
	DS1	NRC (first cross-connect)	$155.00
	DS3	NRC (first cross-connect)	$155 00
	2-fiber	NRC (first cross-connect)	$73.00
	4-fiber	NRC (first cross-connect)	$88.00
	2-wire	NRC (each additional cross-connect)	$19.20
	4-wire	NRC (each additional cross-connect)	$19.20
	DS1	NRC (each additional cross-connect)	$27.00
	DS3	NRC (each additional cross-connect)	$27.00
	2-fiber	NRC (each additional cross-connect)	$52.00
	4-fiber	NRC (each additional cross-connect)	$67.00
POT Bay	2-wire	RC (per cross-connect)	$0.40
	4-wire	RC (per cross-connect)	$1.20
	DS1	RC (per cross-connect)	$1.20
	DS3	RC (per cross-connect)	$8.00
	2-fiber	RC (per cross-connect)	$39.30
	4-fiber	RC (per cross-connect)	$53.00
Additional Security Access Cards (Note 5)		NRC-ICB (each)	$10.00

North Carolina & Tennessee
Schedule of Rates and Charges (cont.)

Rate Element Description	Type of Charge	Charge
Direct Connection (Note 6)	NRC	ICB
(1) Fiber Arrangement	RC (per cable, per linear foot)	$0.06
-with Initial Application	NRC (per Arrangement)	n/a
-Subsequent to Application	NRC (per Arrangement)	$246 00
(2) Copper or Coaxial Arrangement	RC (per cable, per linear foot)	$0 03
-with Initial Application	NRC (per Arrangement)	n/a
-Subsequent to Application	NRC (per Arrangement)	$246 00
Security Escort		
Basic – first half hour	NRC-ICB	$41 00
Overtime – first half hour	NRC-ICB	$48 00
Premium – first half hour	NRC-ICB	$55 00
Basic – additional half hour	NRC-ICB	$25 00
Overtime – additional half hour	NRC-ICB	$30 00
Premium – additional half hour	NRC-ICB	$35.00

Notes

NRC: Non-recurring Charge – one-time charge
RC: Recurring Charge – charged monthly
ICB Individual Case Basis – one-time charge

(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.

(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 central office, 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 Article 5 of the Collocation Agreement.

North Carolina & Tennessee
Schedule of Rates and Charges (cont.)

Notes (cont.)

(3) Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. 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 contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.

(4) Additional Engineering Fee. BellSouth's additional engineering, and other labor costs associated with handling CLEC-1 requested modifications to requests in progress for Physical Collocation 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.

(5) Additional Security Access Cards: Where Security Access card systems are utilized, two Security Access Cards will be provided initially to CLEC-1 upon occupancy of collocation space.

(6) Direct Connection As stated in Article 1.2 of the Collocation Agreement, CLEC-1 may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

EXHIBIT B
Page 1 of 4

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 Metromedia agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.

1.2 Notice. BellSouth and Metromedia 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. Metromedia should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Metromedia 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. Metromedia 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 Metromedia space with proper notification. BellSouth reserves the right to stop any Metromedia 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 Metromedia are owned by Metromedia. Metromedia 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 Metromedia or different hazardous materials used by Metromedia at BellSouth Facility. Metromedia 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 Metromedia to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and Metromedia 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 Metromedia will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Metromedia 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 Metromedia 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, Metromedia 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. Metromedia further agrees to cooperate with BellSouth to ensure that Metromedia'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 Metromedia, its employees, agents and/or subcontractors.

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

2. **Categories for Consideration of Environmental Issues (cont.)**

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill firesafety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to central office)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste	ection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147

Other maintenance work		29CFR 1910 Subpart O
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All HazMat & Waste Asbestos notification protection of BST employees and equipment	P&SM Manager - Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Pollution liability insurance Manhole entry requirements EVET approval of contractor	Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

4. ACRONYMS

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

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

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

Attachment 5

Access to Numbers and Number Portability

ACCESS TO NUMBERS and NUMBER PORTABILITY

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

1. Non-Discriminatory Access to Telephone Numbers

During the term of this Agreement, Metromedia shall contact Lockheed Martin for the assignment of numbering resources. In order to be assigned a Central Office Code, Metromedia will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

1.1 For the purposes of the resale of BellSouth's telecommunications services by Metromedia, BellSouth will provide Metromedia 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. Metromedia acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth may request that Metromedia cancel its reservations of numbers. Metromedia shall comply with such request.

Further, upon Metromedia request and for the purposes of the resale of BellSouth's telecommunications services by Metromedia, BellSouth will reserve up to 100 telephone numbers per Common Language Location Identifier Code (CLLIC), for Metromedia's sole use. Such telephone number reservations shall be transmitted to Metromedia via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. Metromedia 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 Metromedia's reasonable need in that particular CLLIC.

2. Permanent Solution

The FCC, the Commissions and industry forums are working towards a permanent approach to providing service provider number portability. BellSouth will implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to Permanent Number Portability, Interim

Service Provider Number Portability may be available only until such permanent solution is implemented.

3. Service Provider Number Portability

3.1 Definition. Until an industry-wide permanent solution can be achieved, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.

3.2 Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of Metromedia. 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 Metromedia switch that serves the subscriber. SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. To order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty, the NBR process must be used. SS7 Signaling is required for the provision of either of these services.

3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic local exchange service.

3.4 End User Line Charge. Recovery of charges associated with implementing Number Portability through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in FCC No. 1 and will be billed to Metromedia where Metromedia is a subscriber to unbundled local switching or where Metromedia is a reseller of BellSouth telecommunications services. This charge will not be discounted.

4. SPNP Implementation

Interim SPNP is available through remote call forwarding and direct inward dialing, under the following terms:

4.1 SPNP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (*e.g.*, a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

4.2 SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding company will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number.

4.3 SPNP-DID service, as contemplated by this Statement, provides trunk side access to end office switches for direct inward dialing to the other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering company is

properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

4.4 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-Party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either company may request that the other block collect and third company non-sent paid calls to the SPNP-assigned telephone number. If a company does not request blocking, the other company will provide itemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each company shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. CLEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

4.5 Each company shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each company shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each company shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other company or any of its end users. In the event that either company determines in its reasonable judgment that the other company will likely

impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that company may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.

4.6 Each company shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either company chooses to disconnect or terminate any SPNP service, that company shall be responsible for designating the preferred standard type of announcement to be provided.

4.7 Each company shall be the other company's single point of contact for all repair calls on behalf of each company's end user. Each company reserves the right to contact the other company's customers if deemed necessary for maintenance purposes.

4.8 Neither company shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either company for such calls. Neither company shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other company obsolete or renders necessary modification of the other company's equipment.

4.9 For terminating IXC traffic ported to either company which requires use of either company's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other company will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other company to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other company at the tandem company's tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due the other company. If an intraLATA toll call is delivered, the delivering company will pay terminating access rates to the other company. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

4.10 If, through a final and nonappealable order, the Federal Communications Commission ("FCC") issues regulations pursuant to 47 U.S.C. § 251 to require number portability different than that provided pursuant to this section, BellSouth will comply with that order.

5. Rates

Rates for service provider number portability are set out in Attachment 11.

6. Transition to Permanent Number Portability

Once a long-term database method of providing Local Number Portability (LNP) is implemented in an end office pursuant to Federal Communications Commission or State commission orders, rules or regulations, with advance written notice, either Party 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.

Attachment 6

Ordering and Provisioning

ORDERING AND PROVISIONING

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

1. Quality of Ordering and Provisioning

1.1 BellSouth shall provide ordering and provisioning services to Metromedia that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC, where technically feasible. Detailed guidelines for ordering and provisioning are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate, and as they are amended from time to time during this Agreement.

1.2 BellSouth will perform provisioning services during the following normal hours of operation:

Monday - Friday - 8:00AM - 5:00PM (excluding holidays)
(Resale/UNE non coordinated, coordinated orders and order coordinated - Time Specific)

Saturday - 8:00 AM - 5:00 PM (excluding holidays)
(Resale/UNE non coordinated orders)

All other Metromedia requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of extra-ordinary billing charges.

2. Access to Operational Support Systems

2.1 BellSouth shall provide Metromedia 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. Metromedia 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 Metromedia will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and certain unbundled network elements. As an alternative to the EDI arrangement, BellSouth also provides through LENS and TAG an ordering and provisioning capability that is integrated with the LENS and TAG pre-ordering capability.

2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows Metromedia to report and monitor service troubles and obtain repair services. BellSouth shall offer Metromedia service trouble reporting in a non-discriminatory manner that provides Metromedia the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides Metromedia 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 Metromedia access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If the CLEC requests BellSouth to repair a trouble after normal working hours, the CLEC will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.

2.5 Migration of Metromedia 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 Metromedia with sufficient notice to allow Metromedia to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion.

2.6 Rates. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from the carriers who utilize the

services. Charge for use of Operational Support Systems shall be as set forth in Attachment 11 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 Metromedia will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if Metromedia wishes to reinstate an order, Metromedia may be required to submit a new service order.

3.2 Single Point of Contact. Metromedia will be the single point of contact with BellSouth for ordering activity for unbundled network elements used by Metromedia 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. Metromedia and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any unbundled network element associated with the service to be disconnected and being used by Metromedia to provide service to that end user and reuse such unbundled network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify Metromedia that such an order has been processed, but will not be required to notify Metromedia in advance of such processing.

3.3 Use of Facilities. When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, unbundled loop and/or unbundled port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.

3.3.1 Upon receipt of a service order, BellSouth will do the following:

3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.

3.3.1.2 Reuse the serving facility for the retail, resale service, or unbundled network element at the same location.

3.3.1.3 Notify Metromedia subsequent to the disconnect order being completed.

3.4 Contact Numbers. The parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.

3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.

3.6 Cancellation Charges. If Metromedia cancels an order for UNE services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.4.

Attachment 7

Billing and Billing Accuracy Certification

BILLING AND BILLING ACCURACY CERTIFICATION

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

1. Payment and Billing Arrangements

1.1 Billing. Currently, BellSouth provides billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that Metromedia requests. BellSouth will bill and record in accordance with this agreement those charges Metromedia incurs as a result of Metromedia purchasing from BellSouth Network Elements, Combinations, and Local Services, as set forth in this agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.

1.1.1 If the Metromedia requests multiple billing media or additional copies of bills, BellSouth will provide these at a reasonable cost.

1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, Reseller will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.

1.3 Payment Responsibility. Payment of all charges will be the responsibility of Metromedia. Metromedia shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Metromedia from Metromedia's customer. BellSouth will not become involved in billing disputes that may arise between Metromedia 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 Holid ay 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 Metromedia, the total amount billed to Metromedia will not include those taxes or fees for which the CLEC is exempt. Metromedia 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 Metromedia.

1.6 Miscellaneous. As the customer of record for resold services, Metromedia will be responsible for, and remit to BellSouth, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

1.7 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate.

1.8 Access Charges for Resellers. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to Metromedia.

1.9 End User Common Line Charge for Resellers. Pursuant to 47 CFR Section 51.617, BellSouth will bill Metromedia end user common line charges identical to the end user common line charges BellSouth bills its end users.

1.10 Discontinuing Service to Metromedia. The procedures for discontinuing service to Metromedia are as follows:

1.10.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by Metromedia of the rules and regulations contained in BellSouth's tariffs.

1.10.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Metromedia 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 Metromedia at the billing address to discontinue the provision of existing services to Metromedia at any time thereafter.

1.10.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

1.10.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Metromedia's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Metromedia without further notice.

1.10.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, Metromedia's services will be discontinued. Upon discontinuance of service on Metromedia's account, service to the Metromedia's end users will be denied. BellSouth will reestablish service at the request of the end user or Metromedia for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Metromedia is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection have been made, the end user's service will be disconnected.

1.11 Deposit Policy. When purchasing services from BellSouth, Metromedia will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, the Company reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond

(BellSouth form) or in its sole discretion some other form of security. Any such security deposit shall in no way release the customer from his obligation to make complete and timely payments of his bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of the Company, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, the Company reserves the right to request additional security and/or file a Uniform Commercial Code (UCC1) security interest in Metromedia's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be refunded in accordance with the terms in the appropriate BellSouth tariff.

2. Billing and Billing Accuracy Certification

2.1 Upon request, BellSouth and Metromedia 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 Metromedia will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide Metromedia with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, Metromedia will pay all bills received from BellSouth in full by the payment due date.

2.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.

2.3.1 Each party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.

2.3.2 Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the Bill Date. The month being closed represents those charges that were billed or should have been billed by the designated Bill Date.

3. Billing Disputes

3.1 Where the parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section.

3.1.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear.

3.2 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. For bills rendered by BellSouth for payment by Metromedia, the late payment charge shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for unbundled network elements and local interconnection charges, Section E2 of the Access Service Tariff. For bills rendered by Metromedia for payment by BellSouth, the late payment charge shall be calculated based on the portion of the payment not received by the payment date times the lesser of (I) one and one-half percent (1 ½%) per month or (ii) the highest interest rate (in decimal value) which may be charged by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actually made. In no event, however, shall interest be assessed by Metromedia on any previously assessed late payment charges. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has the authority pursuant to its tariffs.

4. RAO Hosting

4.1 RAO Hosting, Credit Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to Metromedia by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations

during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

4.2 Metromedia 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 Metromedia 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 Metromedia must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from Metromediato the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of Metromedia and will coordinate all associated conversion activities.

4.5 BellSouth will receive messages from Metromedia 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 Metromedia.

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

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

4.10 Transmission of message data between BellSouth and Metromedia will be via CONNECT:Direct. .

4.11 All messages and related data exchanged between BellSouth and Metromedia 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 Metromedia 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 Metromedia to send data to BellSouth more than sixty (60) days past the message date(s), Metromedia 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 Metromedia 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 Metromedia) identified and agreed to, the company responsible for creating the data (BellSouth or Metromedia) 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 Metromedia, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Metromedia of the error condition. Metromedia 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, Metromedia 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 Metromedia with associated intercompany settlements reports (CATS and NICS) as appropriate.

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

4.18 RAO Compensation

4.18.1 Rates for message distribution service provided by BellSouth for Metromedia are as set forth in Attachment 11 of this Agreement.

4.18.2 Rates for data transmission associated with message distribution service are as set forth in Attachment 11 of this Agreement.

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

4.19 Intercompany Settlements Messages

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

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

4.19.3 Once Metromedia is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via BellCore's, its successor or assign, NICS system.

4.19.4 BellSouth will receive the monthly NICS reports from BellCore, its successor or assign, on behalf of Metromedia. BellSouth will distribute copies of these reports to Metromediaon a monthly basis.

4.19.5 BellSouth will receive the monthly Credit Card and Third Number Settlement System (CATS) reports from BellCore, its successor or assign, on behalf of Metromedia. BellSouth will distribute copies of these reports to Metromedia on a monthly basis.

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

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

BellSouth and Metromedia 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 Metromedia, BellSouth will provide the Optional Daily Usage File (ODUF) service to Metromedia pursuant to the terms and conditions set forth in this section.

5.2 The Metromedia 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 Metromedia customer.

Charges for delivery of the Optional Daily Usage File will appear on the Metromedias' monthly bills. The charges are as set forth in Attachment 11 of this Agreement.

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 the Metromedia will be the responsibility of the Metromedia. If, however, the Metromedia should encounter significant volumes of errored messages that prevent processing by the Metromedia within its systems, BellSouth will work with the Metromedia 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 the Metromedia:

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- measured billable Local
- Directory Assistance messages

- intraLATA Toll

- WATS & 800 Service

-N11

-Information Service Provider Messages

-Operator Services Messages

-Operator Services Message Attempted Calls (UNE only)

-Credit/Cancel Records

-Usage for Voice Mail Message Service

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

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

5.6.1.4 In the event that Metromedia detects a duplicate on Optional Daily Usage File they receive from BellSouth, Metromedia will drop the duplicate message (Metromedia 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 Metromedia 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 Metromedia for the purpose of data transmission. Where a dedicated line is required, Metromedia will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth.

Metromedia 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 Metromedia. Additionally, all message toll charges associated with the use of the dial circuit by Metromedia will be the responsibility of Metromedia. 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 Metromedia end for the purpose of data transmission will be the responsibility of Metromedia.

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

The data will be packed using ATIS EMI records.

5.6.4 PACK REJECTION

5.6.4.1 Metromedia 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. Metromedia will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Metromedia by BellSouth.

5.6.5 CONTROL DATA

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

5.6.6 TESTING

5.6.6.1 Upon request from Metromedia, BellSouth shall send test files to Metromedia 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 Metromedia set up a production (LIVE) file. The live test may consist of Metromedia's employees making test calls for the types of services Metromedia requests on the Optional Daily Usage File. These test calls are logged by Metromedia, 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 Metromedia, BellSouth will provide the Access Daily Usage File (ODUF) service to Metromedia pursuant to the terms and conditions set forth in this section.

6.2 The Metromedia shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.

6.3 The Access Daily Usage Feed will contain access messages associated with an unbundled port that Metromedia has purchased from BellSouth

6.4 Charges for delivery of the Access Daily Usage File will appear on the Metromedias' monthly bills. The charges are as set forth in Attachment 11 of this Agreement. 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 Metromedia will be the responsibility of the Metromedia. If, however, the Metromedia should encounter significant volumes of errored messages that prevent processing by the Metromedia within its systems, BellSouth will work with the Metromedia 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 Metromedia:

Interstate and intrastate access records associated with an unbundled port.

Undetermined jurisdiction access records associated with an unbundled port.

6.6.2 When Metromedia purchases Unbundled Network Element (UNE) ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from UNE and carried by Interexchange Carrier:

BellSouth will bill UNE element to CLEC and send access record to the CLEC via ADUF

Originating from UNE and carried by BellSouth (Metromedia is BellSouth's toll customer):

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

Terminating on UNE and carried by Interexchange Carrier:

BellSouth will bill UNE element to Metromedia and send access record to Metromedia.

Terminating on UNE and carried by BellSouth:

BellSouth will bill UNE element to Metromedia and send access record to Metromedia.

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 Metromedia.

6.6.4 In the event that Metromedia detects a duplicate on the Access Daily Usage File they receive from BellSouth, Metromedia will drop the duplicate message (CLEc-1 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 Metromedia 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 Metromedia for the purpose of data transmission. Where a dedicated line is required, Metromedia will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Metromedia 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 Metromedia. Additionally, all message toll charges associated with the use of the dial circuit by Metromedia will be the responsibility of Metromedia. 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 Metromedia end for the purpose of data transmission will be the responsibility of Metromedia.

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

The data will be packed using ATIS EMI records.

6.6.7 PACK REJECTION

6.6.7.1 Metromedia 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. Metromedia will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Metromedia by BellSouth.

6.6.8 CONTROL DATA

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

6.6.9 TESTING

6.6.9.1 Upon request from Metromedia, BellSouth shall send test files to Metromedia for the Access Daily Usage File. 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 Metromedia, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Metromedia 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 The Metromedia 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 will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Metromedia customer.

Charges for delivery of the Enhanced Optional Daily Usage File will appear on the Metromedias' monthly bills. The charges are as set forth in Attachment 11 of this Agreement.

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 the Metromedia will be the responsibility of the Metromedia. If, however, the Metromedia should encounter significant volumes of errored messages that prevent processing by the Metromedia within its systems, BellSouth will work with the Metromedia 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 the Metromedia:

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 Metromedia.

7.6.1.3 In the event that Metromedia detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, Metromedia will drop the duplicate message (Metromedia 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 Metromedia over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among Metromedia'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 Metromedia for the purpose of data transmission. Where a dedicated line is required, Metromedia will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Metromedia 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 Metromedia. Additionally, all message toll charges associated with the use of the dial circuit by Metromedia will be the responsibility of Metromedia. 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 Metromedia end for the purpose of data transmission will be the responsibility of Metromedia.

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

The data will be packed using ATIS EMI records.

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

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

Pursuant to terms and conditions negotiated between Metromedia and BellSouth's Competitive Structure Provisioning Center and pursuant to 47 U.S.C. § 224, BellSouth will provide nondiscriminatory access to poles, ducts, conduit, and rights-of-way owned or controlled by BellSouth.

Attachment 9

Bona Fide Request/New Business Request Process

BONA FIDE REQUEST/NEW BUSINESS REQUEST PROCESS

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

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

1.1 A Bona Fide Request/New Business Request shall be submitted in writing by Metromediaand 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 Metromedia's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business. The request shall be sent to Metromedia's Account Executive.

Attachment 10

Performance Measurements

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

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* These reports are subject to change due to regulatory requirements and/or to correct errors, etc.

PRE-ORDERING AND ORDERING OSS

Function:	**Average Response Interval for Pre-Ordering and Ordering Legacy Information & OSS Interface Availability**
Measurement Overview:	As an initial step of establishing service, the customer service agent must establish such basic facts as availability of desired features, likely service delivery intervals, the telephone number to be assigned, product and feature availability, and the validity of the street address. Typically, this type of information is gathered from the supporting OSS's while the customer (or potential customer) is on the telephone with the customer service agent. This information may be gathered via stand-alone pre-order inquiries or as part of the ordering function. Pre-ordering/ordering activities are the first contact that a customer may have with a CLEC. This measure is designed to monitor the time required for the CLEC interface systems to obtain from legacy systems the pre-ordering/ordering information necessary to establish and modify service. This measurement also captures the availability percentages for the BST systems that the CLEC uses during pre-ordering and ordering. Comparison to BST results allow conclusions as to whether an equal opportunity exists for the CLEC to deliver a comparable customer experience.
Measurement Methodology:	**1. Average OSS Response Interval = Sum [(Date & Time of Legacy Response) - (Date & Time of Request to Legacy)]/(Number of Legacy Requests During the Reporting Period)** The response interval for retrieving pre-order/order information from a given legacy is determined by summing the response times for all requests (contracts) submitted to the legacy during the reporting period and then dividing by the total number of legacy requests for the reporting period. The response interval starts when the client application (LENS for CLECs; RNS for BST) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of legacy accesses during the reporting period that take less than 2.3 seconds and the number that take more than 6 seconds are also captured. **Definition:** Average response time for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone Numbers (TNs), and Customer Service Records (CSRs). **2. OSS Interface Availability = (Actual Availability)/(Scheduled Availability) X 100** **Definition:** Percent of time OSS interface is actually available compared to scheduled availability. Availability percentages for CLEC interface systems and for all legacy systems accessed by them are captured.

PRE-ORDERING AND ORDERING OSS

Reporting Dimensions:	Excluded Situations:
• Not CLEC specific. • Not product/service specific. • Regional Level	• None
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Legacy contract type (per reporting dimension) • Response interval • Regional Scope	• Report Month • Legacy contract type (per reporting dimension) • Response interval • Regional Scope

LEGACY SYSTEM ACCESS TIMES FOR RNS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAGTEN	Address	x	x	x	x
RSAG	RSAGADDR	Address	x	x	x	x
ATLAS	ATLASTN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x
OASIS	OASISNET	Feature/Svc	x	x	x	x
OASIS	OASISBSN	Feature/Svc	x	x	x	x
OASIS	OASISCAR	Feature/Svc	x	x	x	x
OASIS	OASISLPC	Feature/Svc	x	x	x	x
OASIS	OASISMTN	Feature/Svc	x	x	x	x
OASIS	OASISOCP	Feature/Svc	x	x	x	x

LEGACY SYSTEM ACCESS TIMES FOR LENS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAGTEN	Address	x	x	x	x
RSAG	RSAGADDR	Address	x	x	x	x
ATLAS	ATLASTN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
HAL	HALCRIS	CSR	x	x	x	x
COFFI	COFIUSOC	Feature/Svc	x	x	x	x
P/SIMS	PSIMSORB	Feature/Svc	x	x	x	x

PRE-ORDERING AND ORDERING OSS

OSS Interface Availability

OSS Interface	% Availability
LENS	x
LEO Mainframe	x
LEO UNIX	x
LESOG	x
EDI	x
HAL	x
BOCRIS	x
ATLAS COFFI	x
RSAG DSAP	x
SOCS	x

ORDERING

Function:	Ordering
Measurement Overview:	When a customer calls their service provider, they expect to get information promptly regarding the progress on their order(s). Likewise, when changes must be made, such as to the expected delivery date, customers expect that they will be immediately notified so that they may modify their own plans. The order status measurements monitor, when compared to applicable BST results, that the CLEC has timely access to order progress information so that the customer may be updated or notified when changes and rescheduling are necessary.
Measurement Methodology:	**1. Percent Flow-through Service Requests = Σ (Total Number of valid Service Requests that flow-through to the BST OSS) / (Total Number of valid Service Requests delivered to BST OSS) X 100.** **Definition:** Percent Flow-through Service Requests measures the percentage of orders submitted electronically that utilize BSTs' OSS without manual (human) intervention. **Methodology:** • Mechanized tracking for flow-through service requests and manual SOER error audit reports (3/31/98). Mechanized tracking for SOER errors and flow-through (4/30/98). • BST mechanized order tracking. **2. Percent Rejected Service Requests = Σ (Total Number of Rejected Service Requests) / (Total Number of Service Requests Received) X 100.** **Definition:** Percent Rejected Service Requests is the percent of total orders received rejected due to error or omissions. **Methodology:** • Manual tracking for non flow-through service requests • Mechanized tracking for flow-through service requests • BST retail report not applicable. **3. Reject Interval = Σ [(Date and Time of Service Request Rejection) - (Date and Time of Service Request Receipt)] / (Number of Service Requests Rejected in Reporting Period). Requests are provided based on four (4) hour increments within a 24 hour period, along with the percent greater than 24 hours.** **Definition:** Reject Interval is the average reject time from receipt of service order request to distribution of rejection. **Methodology:** • Non-Mechanized Results are based on actual data from all orders. • Mechanized Results are based on actual data for all orders from the OSS. • BST retail report not applicable.

ORDERING

Measurement Methodology:	**4. Firm Order Confirmation Timeliness = Σ [(Date and Time of Firm Order Confirmation) - (Date and Time of Service Request Receipt)] / (Number of Service Requests Confirmed in Reporting Period)** **Definition:** Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid service order request to distribution of order confirmation. Results are provided based on four (4) hour increments within a 24 hour period, along with the percent greater than 24 hours. **Methodology:** • Non-Mechanized Results are based on actual data from all orders. • Mechanized Results are based on actual data for all orders from the OSS. • BST retail report not applicable. **5. Speed of Answer in Ordering Center = Σ (Total time in seconds to reach LCSC) / (Total # of Calls) in Reporting Period.** **Definition:** Measures the average time to reach a BST representative. This can be an important measure of adequacy in a manual environment or even in a mechanized environment where CLEC service representatives have a need to speak with their BST peers. **Methodology:** • Mechanized tracking through LCSC Automatic Call Distributor. • Mechanized tracking through BST retail center support systems.

ORDERING

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate (Where Applicable) • State, Region and further geographic dissagregation as required by State Commission Order. • ≤ 10 and ≥ 10 Circuit Categories not available in a pre completion order mode. • Resale Res and Bus reporting categories require adherence to OBF standards. • "Other" category reflects service requests which do not have service class code populated. • Dispatch, No Dispatch ≤ 10 and ≥ 10 Circuit Categories not available in a pre completion order mode.	• Firm Order Confirmation Interval: Invalid Service Requests, and orders received outside of normal business hours • Percent Flow-through Service Requests: Rejected Service Requests • % Rejected Service Requests: Service Requests canceled by the CLEC • Supplements on Manual Orders
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Interval for FOC • Reject Interval • Total number of LSRs • Total number of Errors • Adjusted Error Volume • Total number of flow through service requests • Adjusted number of flow through service requests • State, Region and further geographic dissagregation as required by State Commission Order.	• Report Month • Interval for FOC • Reject Interval • Total number of LSRs • Total number of Errors • Adjusted Error Volume • Total number of flow through service requests • Adjusted number of flow through service requests • State, Region and further geographic dissagregation as required by State Commission Order.

PROVISIONING

Function:	Average Completion Interval and Order Completion Interval Distribution
Measurement Overview:	The "average completion interval" measure monitors the time required by BST to deliver integrated and operable service components requested by the CLEC, regardless of whether resale services or unbundled network elements are employed. When the service delivery interval of BST is measured for comparable services, then conclusions can be drawn regarding whether or not CLECs have a reasonable opportunity to compete for customers. The "order completion interval distribution" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer. In addition, when monitored over time, the "average completion interval" and "percent completed on time" may prove useful in detecting developing capacity issues.
Measurement Methodology:	**1. Average Completion Interval = Σ [(Completion Date & Time) - (Order Issue Date & Time)] / (Count of Orders Completed in Reporting Period)** **2. Order Completion Interval Distribution = Σ (Service Orders Completed in "X" days) / (Total Service Orders Completed in Reporting Period) X 100** The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from BST issues a FOC or SOCs date time stamp receipt of a order from the CLEC to BST's actual order completion date. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed within the reporting period. The distribution of completed orders is determined by first counting, for each specified reporting dimension, the total numbers of orders completed within the reporting interval and the interval between the issue date of each order and the completion date. For each reporting dimension, the resulting count of orders completed for each specified time period following the issue date is divided by the total number of orders completed with the resulting fraction expressed as a percentage. D&F orders are excluded from this measurement. BellSouth does not have established intervals for these orders. The customer chooses their disconnect date including 0 day disconnect. **Definition:** Average time from issue date of service order to actual order completion date. **Methodology:** • Mechanized metric from ordering system.

PROVISIONING

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State, Region and further geographic dissagregation as required by State Commission Order. • ISDN Orders included in Non Design - GA Only • Dispatch/No Dispatch categories are not applicable to trunks. • Product Reporting Levels • Interconnection Trunks • Resale – Residence • Resale – Business • Resale – Design • UNE Design • UNE Non Design	• Canceled Service Orders • Initial Order when supplemented by CLEC • Order Activities of BST associated with internal or administrative use of local services • D & F orders
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Order Completion Date • Order Completion Time • Service Type • Activity Type • State, Region and further geographic dissagregation as required by State Commission Order	• Report Month • Average Order Completion Interval • Order Completion by Interval • Service Type • Activity Type • State, Region and further geographic dissagregation as required by State Commission Order

PROVISIONING

Function:	Held Order Interval Distribution and Mean Interval
Measurement Overview:	When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST delayed orders.
Measurement Methodology:	**1. Mean Held Order Interval = Σ (Reporting Period Close Date – Committed Order Due Date) / (Number of Orders Pending and Past The Committed Due Date) for all orders pending and past the committed due date.** This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as "completed" via a valid completion notice and have passed the currently "committed completion date" for the order. *Held orders due to end-user reasons are included and identified in this report.* For each such order the number of calendar days between the committed completion date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held, if identified. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. **2. Held Order Distribution Intervals** (# of Orders Held for ≥ 90 days) / (Total # of Orders Pending But Not Completed) X 100. (# of Orders Held for ≥ 15 days) / (Total # of Orders Pending But Not Completed) X 100. This "percentage orders held" measure is complementary to the held order interval but is designed to reflect orders continuing in a "non-completed" state for an extended period of time. Computation of this metric utilizes a subset of the data accumulated for the "held order interval" measure. All orders, for which the "held order interval" equals or exceeds 90 or 15 days are counted, unless otherwise noted as an exclusion. The total number of pending and past due orders are counted (as was done for the held order interval) and divided into the count of orders held past 90 or 15 days. **Definition:** Average time orders continue in a "non-complete" state for an extended period of time. **Methodology:** • Mechanized metric from ordering system.

PROVISIONING

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State, Region and further geographic dissagregation as required by State Commission Order • Product Reporting Levels • Interconnection Trunks • Resale – Residence • Resale – Business • Resale – Design • UNE Design • UNE Non Design	• Any order canceled by the CLEC will be excluded from this measurement. • Order Activities of BST associated with internal or administrative use of local services.
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • State, Region and further geographic dissagregation as required by State Commission Order	• Report Month • Average Held Order Interval • Standard Error for the Average Held Order Interval • Service Type • Hold Reason • State, Region and further geographic dissagregation as required by State Commission Order

PROVISIONING

Function:	Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notice.
Measurement Overview:	When BST can determine in advance that a committed due date is in jeopardy it will provide advance notice to the CLEC. There is no equivalent BST analog for Average Jeopardy & Percent Orders Given Jeopardy Notices.
Measurement Methodology:	**3a. Average Jeopardy Interval = [Σ (Date and Time of Scheduled Due Date on Service Order) - (Date and Time of Jeopardy Notice)]/[Number of Orders in Jeopardy in Reporting Period).** **3b. Numbers of Orders Given Jeopardy Notices in Reporting Period/Number of Orders Completed in Reporting Period.**

Reporting Dimensions:	**Excluded Situations:**
• CLEC Specific • CLEC Aggregate • State, Region and further geographic dissagregation as required by State Commission Order • Product Reporting Levels • Interconnection Trunks • Resale – Residence • Resale – Business • Resale – Design • UNE	• Any order canceled by the CLEC will be excluded from this measurement • Orders held for CLEC end user reasons
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Date and Time Jeopardy Notice sent • Committed Due Date • Service Type	• No BST Analog Exists

PROVISIONING

Function:	Installation Timeliness, Quality & Accuracy
Measurement Overview:	The "percent missed installation appointments" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST. Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.
Measurement Methodology:	**4. Percent Missed Installation Appointments = Σ (Number of Orders missed in Reporting Period) / (Number of Orders Completed in Reporting Period) X 100** Percent Missed Installation Appointments is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. *Missed Appointments caused by end-user reasons will be included and reported separately* **Definition:** Percent of orders where completion's are not done by due date. See "Exclude Situations" for orders not included in this measurement **Methodology:** • Mechanized metric from ordering system **5. % Provisioning Troubles within 30 days of Service Order Activity = Σ (Trouble reports on all completed orders ≤ 30 days following service order(s) completion) / (All Service Orders in a calendar month) X 100** **Definition:** Measures the quality and accuracy of completed orders **Methodology:** • Mechanized metric from ordering and maintenance systems.

PROVISIONING

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State, Region and further geographic dissagregation as required by State Commission Order • Reporting Levels • Interconnection Trunks • Resale – Residence • Resale – Business • Resale – Design • UNE Design • UNE Non Design	• Orders canceled by the CLEC • Order Activities of BST associated with internal or administrative use of local services.
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Status Notice Time • Standard Order Activity • State, Region,and further geographic dissagregation as required by State Commission Order	• Report Month • BST Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Status Notice Time • Standard Order Activity • State, Region,and further geographic dissagregation as required by State Commission Order

PROVISIONING

Function:	Coordinated Customer Conversions
Measurement Overview:	This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch and cross connect it to a CLEC's equipment. This measurement only applies to service orders with and without LNP, with and without INP and where the CLEC has requested BST to provide a coordinated cut-over.
Measurement Methodology:	6. **Average Coordinated Customer Conversion Interval = [Σ [(Completion Date and Time for Cross Connection of an Unbundled Loop)- Disconnection Date and Time of an Unbundled Loop)]] / Total Number of Unbundled Loop Orders for the reporting period.**

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • State, Region and further geographic dissagregation as required by State Commission Order • Reporting Levels • Interconnection Trunks • Resale – Residence • Resale – Business • Resale – Design • UNE Design • UNE Non Design	• Any order canceled by the CLEC will be excluded from this measurement. • Delays due to CLEC following disconnection of the unbundled loop • Any order where the CLEC has not requested a coordinated cut over • Unbundled Loops where there is no existing subscriber loop
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Committed Due Date • Service Type • Cutover Start Time • Cutover Completion time • Portability start and completion times (INP orders)	• No BST Analog Exists

Coordinated Customer Conversions

	Average Interval
[redacted]	
UNE Loops without LNP	X
UNE Loops with LNP	X
UNE Loops without INP	X
UNE Loops with INP	X

PROVISIONING

Function:	Average Completion Notice Interval
Measurement Overview:	The receipt of a completion notice by the CLEC from BST informs the carrier that their formal relationship with a customer has begun. This is useful to the CLEC in that it lets them know that they can begin with activities such as billing the customer for service.
Measurement Methodology:	7. **Average Completion Notice Interval = Σ|(Date & Time of Notice of Completion) - (Date & Time of Work Completion)| / (Number of Orders Completed in Reporting Period)** **Definition:** The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC. There is no equivalent BST Retail Measurement.

Reporting Dimensions:	Excluded Situations:
• Under Development	• Under Development
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Under Development	• N/A

MAINTENANCE & REPAIR

Function:	OSS Response Interval
Measurement Overview:	This measure is designed to monitor the time required for the CLEC interface system to obtain from BST's legacy systems the information required to handle maintenance and repair functions. This measure also addresses the availability of the OSS interface for repair and maintenance.
Measurement Methodology:	**1. OSS Interface Availability = (Actual Availability)/(Scheduled Availability) X 100** **Definition:** This measure shows the percentage of time the OSS interface is actually available compared to scheduled availability. Availability percentages for the CLEC and BST interface systems and for legacy systems accessed by them are captured. **Methodology:** Mechanized reports from OSSs. **2. OSS Response Interval = Access Times in Increments of Less Than or Equal to 4 Seconds, Greater Than 4 Seconds but Less Than or Equal to 10 Seconds, Less Than or Equal to 10 Seconds, Greater Than 10 Seconds, or Greater Than 30 Seconds.** **Definition:** Response intervals are determined by subtracting the time a request is submitted from the time the response is received. Percentages of requests falling into the categories listed above are reported, along with the actual number of requests falling into those categories. This measure provides a method to compare BST and CLEC response times for accessing the legacy data needed for maintenance & repair functions. **Methodology:** Mechanized reports from OSSs.

Function:	Average Answer Time - Repair Centers
Measurement Overview:	This measure s monitors that BSTs handling of support center calls from CLECs are comparable with support center calls by BST's retail customers.
Measurement Methodology:	**1. Average Answer Time for BST's Repair Centers = (Total time in seconds for BST's Repair Centers response) / (Total number of calls) by reporting period** **Definition:** This measure demonstrates an average response time for the CLEC to contact a BST representative **Methodology:** Mechanized report from Repair Centers Automatic Call Distributors.

MAINTENANCE & REPAIR

Function:	Missed Repair Appointments
Measurement Overview:	When the data for this measure is collected for BST and a CLEC it can be used to compare the percentage of accurate estimates of the time required to complete service repairs for BST and the CLEC.
Measurement Methodology:	**2. Percentage of Missed Repair Appointments = (Count of Customer Troubles Not Resolved by the Quoted Resolution Time and Date) / (Count of Customer Trouble Tickets Closed) X 100.** **Definition:** Percent of trouble reports not cleared by date and time committed Note. Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours. **Methodology:** Mechanized metric from maintenance database(s).

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State, Region and further geographic dissagregation as required by State Commission Order • Product Reporting Levels • Interconnection Trunks • Resale – Residence • Resale – Business • Resale – Design • UNE Design • UNE Non Design	• Trouble tickets canceled at the CLEC request • BST trouble reports associated with internal or administrative service
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order	• Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order

MAINTENANCE & REPAIR

Function:	Customer Trouble Report Rate
Measurement Overview:	This measure can be used to establish the frequency (rate) of customer trouble reports and employed to compare CLEC with BST results.
Measurement Methodology:	**1. Customer Trouble Report Rate = (Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in Service at End of the Report Period) X 100. Note: Local Interconnection Trunks are reported only as total troubles.** The Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total number of "service access lines" existing for CLECs and BST respectively at the end of the report period. **Definition:** Initial and repeated customer direct or referred troubles reported within a calendar month (Where cause is not in carrier equipment) per 100 lines/circuits in service. **Methodology:** Mechanized metric for trouble reports and lines in service.

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State, Region and further geographic dissagregation as required by State Commission Order • Product Reporting Levels • Interconnection Trunks • Resale – Residence • Resale – Business • Resale – Design • UNE Design • UNE Non Design	• Trouble tickets canceled at the CLEC request • BST trouble reports associated with administrative service
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order • # Service Access Lines in Service at end of period	• Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order • # Service Access Lines in Service at end of period

MAINTENANCE & REPAIR

Function:	Quality of Repair & Time to Restore
Measurement Overview:	This measure, when collected for both the CLEC and BST and compared, monitors that CLEC maintenance requests are cleared comparably to BST maintenance requests.
Measurement Methodology:	**3. Maintenance Average Duration = (Total Duration Time from the Receipt to the Clearing of Trouble Reports) / (Total Closed Troubles) in reporting period** **4. Percent Repeat Troubles within 30 Days = (Total Repeated Trouble Reports within 30 Days) / (Total Closed Troubles) in reporting period X 100** **5. Out of Service (OOS) > 24 Hours = (Total Troubles OOS > 24 Hours) / (Total OOS Troubles) X 100** **Definition:** For Out of Service Troubles (no dial tone, cannot be called or cannot call out): the percentage of troubles cleared in excess of 24 hours. For Percent Repeat Trouble Reports within 30 Days: Trouble reports on the same line/circuit as a previous trouble report within the last 30 calendar days as a percent of total troubles reported. For Average Duration: Average time from the receipt of a trouble until the trouble is cleared. **Methodology:** Mechanized metric from maintenance database(s).

Reporting Dimensions:	**Excluded Situations:**
• CLEC Specific • CLEC Aggregate • BST Aggregate • State, Region and further geographic dissagregation as required by State Commission Order • Reporting Levels • Interconnection Trunks • Resale – Residence • Resale – Business • Resale – Design • UNE Design • UNE Non Design	• Trouble reports canceled at the CLEC request • BST trouble reports associated with administrative service
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Total Tickets • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Total Duration Time • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order	• Report Month • Total Troubles • Percentage of Customer Troubles Out of Service > 24 Hours • Total and Percent Repeat Trouble Reports with 30 Days • Total Duration Time • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order

BILLING

Function:	Invoice Accuracy & Timeliness
Measurement Overview:	The accuracy of billing invoices delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST. Producing and comparing this measurement result for both the CLEC and BST allows a determination as to whether or not parity exists.
Measurement Methodology:	**1. Invoice Accuracy = [(Total Billed Revenues during current month) - (/Total Adjustment Revenues during current month/) / Total Billed Revenues during current month] x 100** This measure provides the percentage accuracy of the billing invoices for a CLEC by dividing the difference between the total billed revenue and total adjustment revenues by the total billed revenues during the current month. **2. Mean Time to Deliver Invoices = Σ[(Invoice Transmission Date) - (Date of Scheduled Bill Close)] / (Count of Invoices Transmitted in Reporting Period)** This measure provides the mean interval for billing invoices. CRIS-based invoices should be released for delivery within six (6) workdays, and CABS-based invoices should be released for delivery within eight (8) calendar days. **Objective:** Measures the percentage of accuracy and mean interval for timeliness of billing records delivered to CLECs in an agreed upon format.

Reporting Dimensions:	**Excluded Situations:**
• CLEC Specific • CLEC Aggregate • BST Aggregate	• Any invoices rejected due to formatting or content errors • Adjustments not related to billing errors (e.g., credits for service outage)
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Monthly • Invoice Type ■ Resale ■ Unbundled Element Invoices (UNE) ■ Interconnection	• Report Monthly • Retail Type ■ CRIS ■ CABS

BILLING

Function:	Usage Data Delivery Accuracy, Timeliness & Completeness
Measurement Overview:	The accuracy of usage records delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST Producing and comparing this measurement result for both the CLEC and BST allows a determination as to whether or not parity exists
Measurement Methodology:	1. **Usage Data Delivery Accuracy = (Total number of usage data packs sent during current month) - (Total number of usage data packs requiring retransmission during current month) / Total number of usage data packs sent during current month** This measurement captures the percentage of recorded usage and recorded usage data packets transmitted error free and in an agreed upon format to the appropriate CLEC, as well as a parity measurement against BST Data Packet Transmission. 2. **Usage Data Delivery Completeness = (Total number of Recorded usage records delivered during the current month that are within thirty (30) days of the message(usage record) create date) (Total number of Recorded usage records delivered during the current month)** This measurement provides percentage of recorded usage data (BellSouth recorded and usage recorded by other carriers) processed and transmitted to the CLEC within thirty (30) days of the message (usage record) create date. A parity measure is also provided showing completeness of BST messages processed and transmitted via CMDS. 3. **Usage Data Delivery Timeliness = (Total number of usage records sent within six(6) calendar days from initial recording/receipt) / (Total number of usage records sent)** This measurement provides percentage of recorded usage data(BellSouth recorded and usage recorded by other carriers) delivered to the appropriate CLEC within six (6) calendar days from initial recording. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. **Objective:** The purpose of these measurements is to demonstrate the level of quality and timeliness of processing and transmission of both types of usage data (BellSouth recorded and usage recorded by other carriers) to the appropriate CLEC. **Methodology:** The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC. Timeliness and completeness measures are reported on the same report.

Reporting Dimensions:	**Excluded Situations:**
• CLEC Aggregate • CLEC Specific • BST Aggregate	• None
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Record Type ■ BellSouth Recorded ■ Non-BellSouth Recorded	• Report Monthly • Record Type

OPERATOR SERVICES: TOLL ASSISTANCE AND DIRECTORY ASSISTANCE (Toll, DA)

Function:	Speed to Answer Performance
Measurement Overview:	The speed of answer delivered to CLEC retail customers, when BST provides Operator Services with Toll Assisted Calls or Directory Assistance on behalf of the CLEC, must be substantially the same as the speed of answer that BST delivers to its own retail customers, for equivalent local services. The same facilities and operators are used to handle BST and CLEC customer calls, as well as inbound call queues that will not differentiate between BST & CLEC service.
Measurement Methodology:	**1. Average Speed to Answer (Toll) =** Σ (Total Call Waiting Seconds) / (Total Calls Served) **2. Percent Answered within "X" Seconds (Toll) =** Derived by converting the Average Speed to Answer (Toll) using BellCore Statistical Answer Conversion Tables, to arrive at a percent of calls answered in less than thirty seconds. **3. Average Speed to Answer (DA) =** Σ (Total Call Waiting Seconds) / (Total Calls Served) **4. Percent Answered within "X" Seconds (DA) =** Derived by converting the Average Speed to Answer (DA) using BellCore Statistical Answer Conversion Tables, to arrive at a percent of calls answered in less than twenty seconds. **Definition:** Measurement of the average time in seconds calls wait before answer by a Toll or DA operator and the percent of Toll or DA calls that are answered in less than a predetermined time frame. **Methodology:** The Average Speed to Answer for Toll and DA is provided today from monthly system measurement reports, taken from the centralized call routing switches. The "Total Call Waiting Seconds" is a sub-component of this measure, which BellSouth systems calculate by monitoring the total number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "Total Calls Served" is the other sub-component of this measure, which BellSouth systems record as the total number of calls handled by Operator Services Toll or DA centers. The Percent Answered within thirty and twenty seconds measurement for Toll and DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within thirty/twenty seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, # of operators, max queue size and call abandonment rates. Current BellSouth call center switch technology and business operations do not provide mechanized measurements differentiating between human versus machine call answer processing methods.

OPERATOR SERVICES: TOLL ASSISTANCE AND DIRECTORY ASSISTANCE (Toll, DA)

Reporting Dimensions:	Excluded Situations:
• Toll Assistance (Toll) in Aggregate • Directory Assistance (DA) in Aggregate • State	• Calls abandoned by customers prior to answer by the BST Toll or DA operator
Data Retained (On Aggregate Basis):	
• Month • Call Type (Toll or DA) • Average Speed of Answer	

E911

Function:	Timeliness and Accuracy
Measurement Overview:	• BellSouth's goal is to maintain 100% accuracy in the E911 database for all its CLEC resale and retail customers by correctly processing all orders for E911 database updates. The E911 database update process ensures that the CLECs' updates are handled in parity with BST's updates. BST uses Network Data Mover (NDM) to transmit both CLEC resale and BST retail E911 updates to SCC (third party E911 database vendor) once per day for the entire region. No processing distinctions are made between CLEC records and BST records. SCC's goal is to process these updates within 24 hours. • CLECs ordering unbundled switching and facilities-based CLEC E911 providers are responsible for the accuracy of their data that is input into the E911 database. Facilities-based CLEC record updates are transmitted by the CLEC directly to SCC without any BST involvement and are not included in the monthly SQM reports. • When BST retail or resale records experience errors in SCC's system, the errors are handled by either BST or SCC and processed within 24 hours. • BellSouth in conjunction with SCC provides accuracy and timeliness measurements for BST and its CLEC resale customers.
Measurement Methodology:	**1. E911 Timeliness = [(Number of Record Updates) / (Number of Submitted Record Updates)] X 100** **Definition:** Measures the percentage of E911 database updates processed within a 24-hour period. Based upon completed service order activity within the 24 hour period, one batch per end office is transmitted daily by BST to SCC. **Methodology:** Mechanized metric from SCC's E911 database. **2. E911 Accuracy = [(Number of Record Updates with No Initial Errors) / (Total Number of Record Updates)] X 100** **Definition:** Measures the percentage of E911 database updates processed by SCC with no initial errors. **Methodology:** Mechanized metric from SCC's 911 database. **3. E911 Mean Interval = E911 Mean Interval = Sum [(Date and Time of E911 Service Request Completion) - (Date and Time of E911 Service Request Acknowledgement)] / (Number of Service Requests Completed in Reporting Period)** **Definition:** Measures the mean interval of E911 database updates. **Methodology:** Mechanized metric from SCC's E911 database.

E911

Reporting Dimensions:	Excluded Situations:
• BST Aggregate (Includes CLEC resale customers) • State,Region and further geographic dissagregation as required by State Commission Order	• Any order canceled by the CLEC. • Order Activities of BST associated with internal or administrative use of local services • Facilities-based CLEC Orders
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Error Type • Error Notice Date • Error Notice Time • Standard Order Activity • State, Region and further geographic dissagregation as required by State Commission Order	• Report Month • Error Type • Average number of error • Standard Order Activity • State,Region and further geographic dissagregation as required by State Commission Order

TRUNK GROUP PERFORMANCE

Function:	Interconnection Trunk Performance
Measurement Overview:	In order to ensure quality service to the CLECs as well as protect the integrity of the BST network, BST collects traffic performance data on the trunk groups interconnected with the CLECs as well as all other trunk groups in the BST network.
Measurement Methodology:	1. **Trunk Group Service Summary: Contains the service performance results of all final trunk groups (both BST administered trunk groups and CLEC administered trunk groups) between Point of Termination (POT) and BST tandems or end offices, by region, by CLEC, CLEC Aggregate, and BST aggregate.** Specifically measures the total number of trunk groups, number of trunk groups measured, and the number of trunk groups which exceed the blocking threshold during their busy hours. 2. **Trunk Group Service Detail: Provides a detailed list of all final trunk groups between POTs and BST end offices or tandems (A-end and Z-end for BST Local trunks) including the actual blocking performance when blocking exceeds the measured blocking threshold. The blocking performance includes the observed blocking number for a particular Trunk Group Serial Number (TGSN).** Blocking thresholds for all trunk groups are 3%, except BST CTTG, which is 2%. Measured Blocking =[(Total number of Blocked Calls)/(Total number of Attempted Calls)] X 100

Reporting Dimensions:	Excluded Situations:
• BST Trunk Group Aggregate • CLEC Trunk Group Aggregate • CLEC Trunk Group Specific • State, Region and further geographic dissagregation as required by State Commission Order	• Trunk Groups for which valid traffic data measurement unavailable.
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Total Trunk Groups • Total Trunk Group for which data available • Threshold exceptions • Exceptions percent of the total • State, Region and further geographic dissagregation as required by State Commission Order • Exception Trunk detail.	• Report Month • Total Trunk Groups • Total Trunk Group for which data available • Threshold exceptions • Exceptions percent of the total • State, Region and further geographic dissagregation as required by State Commission Order • Exception Trunk detail

TRUNK GROUP PERFORMANCE

Trunking Definitions

Field Name	Description	Data Type
Switch	Identifier for the BellSouth end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
POT	Identifier for the CLEC Point of Termination(POT)of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)
TGSN	Unique trunk group identifier. (Trunk Group Serial Number)	AlphaNum(8)
TANDEM	Identifier for the BellSouth Tandem end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
END OFFICE	Identifier for the BellSouth End Office of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)
A-END	Identifier for the BellSouth Originating/Low Alpha end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
Z-END	Identifier for the BellSouth Terminating/High Alpha end of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)
DESCRPT	Describes function/operation of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(15)
OBSVD BLKG	Blocking ratio determined from traffic data measurement.(Total number of calls blocked/Total number of calls attempted)	Numeric
HR	Time of day when the maximum observed blocking was recorded.	Numeric
TKS	Total number of trunks in service in a trunk group	Numeric
VAL DAYS	Total number of valid days of measurement	Numeric
NBR RPTS	Number of consecutive monthly reports for which the trunk group exceeded the measured blocking threshold	Numeric(2)
RMKS	Cause of blocking and/or release plan	AlphaNum

Collocation

Function:	Response Interval, Provisioning Interval and Timeliness for Providing Collocation Space to a CLEC in a BellSouth Central Office.
Measurement Overview:	Collocation is the placement of customer-owned equipment in BellSouth Central Offices for interconnecting to BellSouth's tariffed services and unbundled network elements. BellSouth offers both Virtual and Physical Collocation and will report its performance on these offerings separately. The milestones in the process for which measurements will be provided are: the average time to respond to a request after we have the complete application, the average time between receiving the bona fide firm order until the space is made available to the CLEC; and the percentage of due dates on firm orders missed.
Measurement Methodology:	**1. Average Response Time = Σ (Request Response Date & Time) - (Request Submission Date & Time)/Count of Responses Returned in Reporting Period.** **Definition:** Measures the average time from the receipt of a complete and accurate Collocation Request (including receipt of Application Fees) to the date BellSouth responds in writing. Methodology: Manual **2. Average Arrangement Time = Σ (Date & Time Collocation Arrangement is Complete) - (Date & Time Order for Collocation Arrangement submitted)/Total Numbers of Collocation Arrangements Completed during Reporting Period.** **Definition:** Measures the Average Time from the receipt of complete and accurate Firm Order (including Fees) to date BellSouth completes the Collocation Arrangement [Called "BellSouth complete date". Assumes space and construction complete and network infrastructure complete.] Methodology: Manual **3. % of Due Dates Missed = (Number of Orders not completed w/i ILEC committed Due Date during reporting period) / (Number of Orders completed in reporting period) X 100.** **Definition:** Measures the percent of Collocation space request, including construction and network infrastructure, that are not complete on the due date. Methodology: Manual

Reporting Dimensions:	Excluded Situations:
• State, Region and further geographic dissagregation as required by State Commission Order • Virtual • Physical	• Any order canceled by the CLEC. • Time for BST to obtain any permits • Collocation contract negotiations
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Application Submission Date • Firm Order Submission Time • Space Acceptance Date	• Report Month • Application • Application Response • Firm Order • BST Completion Date

Appendix A: Reporting Scope

Standard Service Groupings	*Pre-Order, Ordering* • Resale Residence • Resale Business • Resale Special • Local Interconnection Trunks • UNE • UNE - Loops w/LNP *Provisioning* • UNE Non-Design • UNE Design • UNE Loops w/LNP • Local Interconnection Trunks • Resale Residence • Resale Business • Resale Design • BST Trunks • BST Residence Retail • BST Business Retail *Maintenance and Repair* • Local Interconnection Trunks • UNE Non-Design • UNE Design • Resale Residence • Resale Business • BST Interconnection Trunks • BST Residence Retail • BST Business Retail Local Interconnection Trunk Group Blockage • BST CTTG Trunk Groups • CLEC Trunk Groups

Appendix A: Reporting Scope

Standard Service Order Activities *These are the generic BST CLEC service order activities which are included in the Pre-Ordering, Ordering, and Provisioning sections of this document It is not meant to indicate specific reporting categories.*	• New Service Installations • Service Migrations Without Changes • Service Migrations With Changes • Move and Change Activities • Service Disconnects (Unless noted otherwise)
Pre-Ordering Query Types:	• Address • Telephone Number • Appointment Scheduling • Customer Service Record • Feature Availability
Report Levels	• CLEC State • CLEC Region • CLEC MSA • Aggregate CLEC State • Aggregate CLEC Region • Aggregate CLEC MSA • BST State • BST Region • BST MSA

Appendix B: Glossary of Acronyms and Terms

A	ACD	Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.
	AGGREGATE	Sum total of all items in like category, e g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.
	ASR	Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.
	ATLAS	Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.
	ATLASTN	ATLAS software contract for Telephone Number
B	BILLING	The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.
	BOCRIS	Business Office Customer Record Information System - A front-end presentation manager used by BellSouth organizations to access the CRIS database.
	BRC	Business Repair Center - The BellSouth Business Systems trouble receipt center which serves large business and CLEC customers.
	BST	BellSouth Telecommunications, Inc.
C	CKTID	A unique identifier for elements combined in a service configuration
	CLEC	Competitive Local Exchange Carrier
	CMDS	Centralized Message Distribution System - BellCore administered national system used to transfer specially formatted messages among companies.
	COFFI	Central Office Feature File Interface - A BellSouth Operations System database which maintains Universal Service Order Code (USOC) information based on current tariffs.
	COFIUSOC	COFFI software contract for feature/service information
	CRIS	Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.
	CRSACCTS	CRIS software contract for CSR information
	CSR	Customer Service Record
	CTTG	Common Transport Trunk Group - Final trunk groups between BST & Independent end offices and the BST access tandems.
D	DESIGN	Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities
	DISPOSITION & CAUSE	Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.
	DLETH	Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS
	DLR	Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.
	DOE	Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.
	DSAP	DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and UNEs.
	DSAPDDI	DSAP software contract for schedule information

Appendix B: Glossary of Acronyms and Terms

E	**E911**	Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.
	EDI	Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra company business documents in a public standard format.
F	**FLOW-THROUGH**	In the context of this document, orders that are processed mechanically without human intervention.
	FOC	Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.
G		
H	**HAL**	"Hands Off" Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.
	HALCRIS	HAL software contract for CSR information
I	**ISDN**	Integrated Services Digital Network
K		
L	**LCSC**	Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Preordering transactions along with associated expedite requests and escalations.
	LEGACY SYSTEM	Term used to refer to BellSouth Operations Support Systems (see OSS)
	LENS	Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.
	LEO	Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.
	LESOG	Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.
	LMOS	Loop Maintenance Operations System - A BellSouth Operations System which stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities.
	LMOS HOST	LMOS host computer
	LMOSupd	LMOS updates
	LNP	Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.
	LOOPS	Transmission paths from the central office to the customer premises.
	LSR	Local Service Request - A request for local resale service or unbundled network elements from a CLEC.
M	**MAINTENANCE & REPAIR**	The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.
	MARCH	A BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.
N	**NC**	"No Circuits" - All circuits busy announcement

Appendix B: Glossary of Acronyms and Terms

O	**OASIS**	Obtain Availability Services Information System - A BellSouth front-end processor which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.
	OASISBSN	OASIS software contract for feature/service
	OASISCAR	OASIS software contract for feature/service
	OASISLPC	OASIS software contract for feature/service
	OASISMTN	OASIS software contract for feature/service
	OASISNET	OASIS software contract for feature/service
	OASISOCP	OASIS software contract for feature/service
	ORDERING	The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.
	OSPCM	Outside Plant Contract Management System - Provides Scheduling Information.
	OSS	Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.
	OUT OF SERVICE	Customer has no dial tone and cannot call out.
P	**POTS**	Plain Old Telephone Service
	PREDICTOR	The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.
	PREORDERING	The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.
	PROVISIONING	The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.
	PSIMS	Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.
	PSIMSORB	PSIMS software contract for feature/service
Q		
R	**RNS**	Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.
	RRC	Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.
	RSAG	Regional Street Address Guide - The BellSouth database which contains street addresses validated to be accurate with state and local governments.
	RSAGADDR	RSAG software contract for address search
	RSAGTN	RSAG software contract for telephone number search

Appendix B: Glossary of Acronyms and Terms

S	**SOCS**	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 which supports trouble receipt center personnel in taking and handling customer trouble reports.
	TN	Telephone Number
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 audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit for every CLEC with which it has a contract. As of November 20, 1998, that would equate to over 600 audits per year and that number is continually growing. BellSouth is in the process of developing a proposed set of reasonable controls associated with individual CLEC audits. In addition, BellSouth will conduct a comprehensive audit of the aggregate level reports for both BellSouth and the CLECs for each of the next five (5) years, to be conducted by an independent third-party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

1. the cost be borne 50% by BellSouth and 50% by the CLECs
2. the independent third party auditor shall be selected with input from both BellSouth and the CLECs
3. the scope of the audit shall be jointly determined by Bellsouth and the CLECs.

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

Attachment 11
Exhibit 1

Alabama

ALABAMA

PRICING

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

1. General Principles

All services currently provided hereunder (including resold Local Services, Local Interconnection, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and Alabama Public Service Commission.

2. Local Service Resale

The rates that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Alabama, subject to the Commission's decision in Docket No. 25677.

Residential Service	16.3%
Business Service:	16.3%

3. Unbundled Network Elements

The prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. Compensation For Local Interconnection (Call Transport and Termination)

The prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

5. Ancillary Functions

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

TABLE 1

BELLSOUTH/CLEC RATES - ALABAMA
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NIDs	
NID (all types), per month	NA
Installation of 2-Wire/4Wire CLEC NID, NRC-1st	NA
Installation of 2-Wire/4Wire CLEC NID, NRC-Add'l	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	$1.18
NRC - 1st	$1.44
NRC - Add'l	$1.44
NRC - Disconnect Chg - 1st	$1.44
NRC - Disconnect Chg - Add'l	$1.44
NRC – Incremental Charge – Manual Svc Ord – 1st	$27.37
NRC – Incremental Charge – Manual Svc Ord – Add'l	$12.97
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$17.77
NID per 4-Wire Analog VG Loop, Per Month	$1.30
NRC - 1st	$1.44
NRC - Add'l	$1.44
NRC - Disconnect Chg - 1st	$1.44
NRC - Disconnect Chg - Add'l	$1.44
NRC – Incremental Charge – Manual Svc Ord – 1st	$27.37
NRC – Incremental Charge – Manual Svc Ord – Add'l	$12.97
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$17.77
NID per 2-Wire ISDN Digital VG Loop, Per Month	$1.18
NRC - 1st	$1.44
NRC - Add'l	$1.44
NRC - Disconnect Chg - 1st	$1.44
NRC - Disconnect Chg – Add'l	$1.44
NRC – Incremental Charge – Manual Svc Ord – 1st	$27.37
NRC – Incremental Charge – Manual Svc Ord – Add'l	$12.97
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$17.77
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	$1.18
NRC - 1st	$1.44
NRC - Add'l	$1.44
NRC - Disconnect Chg - 1st	$1.44
NRC - Disconnect Chg - Add'l	$1.44
NRC – Incremental Charge – Manual Svc Ord – 1st	$27.37
NRC – Incremental Charge – Manual Svc Ord – Add'l	$12.97
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$17.77
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.18
NRC - 1st	$1.44
NRC - Add'l	$1.44
NRC - Disconnect Chg - 1st	$1.44
NRC - Disconnect Chg – Add'l	$1.44
NRC – Incremental Charge – Manual Svc Ord – 1st	$27.37
NRC – Incremental Charge – Manual Svc Ord – Add'l	$12.97
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$17.77

NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1 30
NRC - 1st	$1.44
NRC - Add'l	$1 44
NRC - Disconnect Chg - 1st	$1.44
NRC - Disconnect Chg - Add'l	$1 44
NRC – Incremental Charge – Manual Svc Ord – 1st	$27 37
NRC – Incremental Charge – Manual Svc Ord – Add'l	$12 97
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$17 77
NID per 4-Wire 56 Kbps Dig Grade Loop	$1 30
NRC - 1st	$1 44
NRC - Add'l	$1 44
NRC – Disconnect Chg - 1st	$1.44
NRC – Disconnect Chg - Add'l	$1.44
NRC – Incremental Charge – Manual Svc Ord – 1st	$27 37
NRC – Incremental Charge – Manual Svc Ord – Add'l	$12.97
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$17.77
NID per 4-Wire 64 Kbps Dig Grade Loop	$1.30
NRC - 1st	$1.44
NRC - Add'l	$1.44
NRC - Disconnect Chg - 1st	$1 44
NRC - Disconnect Chg - Add'l	$1.44
NRC – Incremental Charge – Manual Svc Ord – 1st	$27 37
NRC – Incremental Charge – Manual Svc Ord – Add'l	$12.97
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$17.77
Nonrecurring Charge - customer transfer, feature additions, changes (1)	$5.00
LOOP, EXCLUDING NID	
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
LOOP, INCLUDING NID	
2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA

2-Wire Analog VG Loop-SL1, per month	$19 04
NRC - 1st	$59 03
NRC - Add'l	$43.14
NRC - Incremental Charge—Manual Service Order—1st	$27 37
NRC - Incremental Charge—Manual Service Order—Add'l	$12 97
NRC - Incremental Charge—Manual Svc Order—Disconnect	$17.77
NRC - Disconnect Chg - 1st	$15 21
NRC - Disconnect Chg - Add'l	$3 22
NRC - Order Coordination for Specified Conversion Time	$45 99
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1st	$51 29
NRC - Add'l	$51 29
NRC - Disconnect Chg - 1st	$12.89
NRC - Disconnect Chg - Add'l	$12.89
2-Wire Analog VG Loop-SL2, per month	$22 43
NRC - 1st	$145.46
NRC - Add'l	$108.40
NRC - Incremental Charge--Manual Service Order—1st	$27.37
NRC - Incremental Charge--Manual Service Order—Add'l	$12 97
NRC - Incremental Charge--Manual Svc Order—Disconnect	$17.77
NRC - Disconnect Chg - 1st	$40.31
NRC - Disconnect Chg - Add'l	$26.01
NRC - Order Coordination for Specified Conversion Time	$45.99
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$30.00
NRC - 1st	$293.70
NRC - Add'l	$241.76
NRC - Incremental Charge--Manual Service Order—1st	$27.37
NRC - Incremental Charge--Manual Service Order—Add'l	$12.97
NRC - Incremental Charge--Manual Svc Order—Disconnect	$17 77
NRC - Disconnect Chg - 1st	$108.96
NRC - Disconnect Chg - Add'l	$57.01
NRC - Order Coordination for Specified Conversion Time	$45.99
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$29.03
NRC - 1st	$331.85
NRC - Add'l	$255.87
NRC - Incremental Charge--Manual Service Order—1st	$27.37
NRC - Incremental Charge--Manual Service Order—Add'l	$12.97
NRC - Incremental Charge--Manual Svc Order—Disconnect	$17.77
NRC - Disconnect Chg - 1st	$108.95
NRC - Disconnect Chg - Add'l	$57.01
NRC - Order Coordination for Specified Conversion Time	$45.99
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA

NRC - Add'l	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	$15.11
NRC - 1st	$514 21
NRC - Add'l	$464 58
NRC - Incremental Charge--Manual Service Order—1st	$27 37
NRC - Incremental Charge--Manual Service Order—Add'l	$12.97
NRC - Incremental Charge--Manual Svc Order—Disconnect	$17.77
NRC - Disconnect Chg - 1st	$106 65
NRC - Disconnect Chg - Add'l	$56 98
NRC - Order Coordination for Specified Conversion Time	$45.99
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC – Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$11.76
NRC - 1st	$514 21
NRC - Add'l	$464.58
NRC - Incremental Charge—Manual Service Order—1st	$27.37
NRC - Incremental Charge—Manual Service Order—Add'l	$12.97
NRC - Incremental Charge—Manual Svc Order—Disconnect	$17.77
NRC - Disconnect Chg - 1st	$106.65
NRC - Disconnect Chg - Add'l	$56.98
NRC - Order Coordination for Specified Conversion Time	$45.99
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$14.39
NRC - 1st	$541.13
NRC - Add'l	491.50
NRC - Incremental Charge--Manual Service Order—1st	$27.37
NRC - Incremental Charge--Manual Service Order—Add'l	$12.97
NRC - Incremental Charge—Manual Svc Order—Disconnect	$17.77
NRC - Disconnect Chg - 1st	$106.65
NRC - Disconnect Chg - Add'l	$56.98
NRC - Order Coordination for Specified Conversion Time	$45.99
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	$64.65
NRC - 1st	$610.13
NRC - Add'l	$380.26
NRC - Disconnect Chg - 1st	$134.77
NRC - Disconnect Chg - Add'l	$55.97
NRC - Incremental Charge—Manual Svc Order-1st	$27.37
NRC - Incremental Charge—Manual Svc Order-Addl	$12.97
NRC - Incremental Charge—Manual Svc Order-Disconnect	$17.77
NRC - Order Coordination for Specified Conversion Time	$49.18
4-Wire 56 Kbps Dig Grade Loop, per month	$34.15
NRC - 1st	$498.05
NRC - Add'l	$343.70
NRC - Incremental Charge—Manual Service Order—1st	$27.37
NRC - Incremental Charge—Manual Service Order—Add'l	$12.97
NRC - Incremental Charge—Manual Svc Order—Disconnect	$17.77

NRC - Disconnect Chg - 1st	$129 62
NRC - Disconnect Chg - Add'l	$64 25
NRC - Order Coordination for Specified Conversion Time	$45 99
4-Wire 64 Kbps Dig Grade Loop, per month	$34 15
NRC - 1st	$498 05
NRC - Add'l	$343 70
NRC - Incremental Charge—Manual Service Order—1st	$27 37
NRC - Incremental Charge—Manual Service Order—Add'l	$12 97
NRC - Incremental Charge—Manual Svc Order—Disconnect	$17.77
NRC - Disconnect Chg - 1st	$129 62
NRC - Disconnect Chg - Add'l	$64.25
NRC - Order Coordination for Specified Conversion Time	$45 99
Unbundled Loops via IDLC	NA
SUB-LOOPS	
Sub-Loop 2-Wire Analog	
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	NA
Site Visit Survey, per MDU/MTU Complex, NRC	NA
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1st terminal	NA
NRC – add'l terminal	NA
Access Terminal Provisioning & 1st 25 pair [illegible] per terminal, NRC	NA
Existing Access Terminal Provisioning, 2nd [illegible] panel, per terminal, NRC	NA
UNTW Pair Provisioning, per pair, NRC	NA
Service Visit for Provisioning, per request, per premises, NRC	NA
Manual Service Order, NRC	NA
Loop Concentration - Channelization Sys (Outside CO), per month	NA
NRC - 1st	NA

NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	$309.38
NRC - 1st	$428.42
NRC - Add'l	$105.16
NRC - Disconnect Chg - 1st	$5.96
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	$27.37
NRC - Incremental Charge—Manual Svc Order - Add'l	$12.97
NRC - Incremental Charge—Manual Svc Order – Disconnect	$17.77
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.00
NRC - 1st	$26.53
NRC - Add'l	$26.35
NRC - Incremental Charge—Manual Service Order—1st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	$10.98
NRC - Disconnect Chg - Add'l	$10.90
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	
2-Wire Analog Line Port (Res., Bus.), per month	$2.07
NRC - 1st (all types)	$21.93
NRC - Add'l (all types)	$21.93
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	$5.21
NRC - Disconnect Chg - Add'l	$5.21
NRC - Incremental Charge--Manual Svc Order - 1st	$27.37
NRC - Incremental Charge--Manual Svc Order - Add'l	$12.97
NRC - Incremental Charge--Manual Svc Order – Disconnect- 1st	$17.77
NRC - Incremental Charge--Manual Svc Order – Disconnect – Add'l	$1.44
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	$7.62

NRC - 1st (all types)	$46 65
NRC - Add'l (all types)	$46 65
NRC - Disconnect Chg – 1st	$18 41
NRC - Disconnect Chg – Add'l	$18 41
NRC - Incremental Charge--Manual Svc Order - 1st	$27.37
NRC - Incremental Charge--Manual Svc Order - Add'l	$12 97
NRC – Incremental Charge—Manual Svc Order – Disconnect - 1st	$17 77
NRC – Incremental Charge—Manual Svc Order – Disconnect - Add'l	$1 44
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	NA
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect - 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect - Add'l	NA
4-Wire Analog VG Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	$12.08
NRC - 1st	$50.00
NRC - Add'l	$18.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	$130 23
NRC - 1st	$50.00
NRC - Add'l	$18.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire ISDN Port(2) (3), per month	$16.42
NRC - 1st	$63.24
NRC - Add'l	$63.24
NRC - Disconnect Chg - 1st	$5.69
NRC - Disconnect Chg - Add'l	$5.69
NRC - Incremental Charge--Manual Svc Order - 1st	$56.19
NRC - Incremental Charge--Manual Svc Order - Add'l	$56.19
NRC - Incremental Charge--Manual Svc Order-Disconnect - 1st	$12.97
NRC - Incremental Charge--Manual Svc Order-Disconnect - Add'l	$12.97
NRC - User Profile per B Channel (4)	NA
2-Wire ISDN Port(2) (3) including all available features, per month	NA

NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire ISDN Port(2) (3) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
4-Wire ISDN DS1 Port, per month	$186.02
NRC - 1st	$244 85
NRC - Add'l	$244 85
NRC - Disconnect Chg - 1st	$51.19
NRC - Disconnect Chg - Add'l	$51 19
NRC - Incremental Charge--Manual Svc Order - 1st	$54.75
NRC - Incremental Charge--Manual Svc Order - Add'l	$54.75
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1st	$11 53
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	$11 53
4-Wire ISDN DS1 Port including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX), per month	$2.07
NRC - 1st	$21 93
NRC - Add'l	$21 93
NRC - Disconnect Chg - 1st	$5.21
NRC - Disconnect Chg - Add'l	$5.21
NRC - Incremental Charge--Manual Svc Order - 1st	$27.37
NRC - Incremental Charge--Manual Svc Order - Add'l	$12.97
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1st	$17 77
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	$0.48
2-Wire Analog Line Port (PBX) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Hunting, per line per month	See features
NRC - 1st	See features
NRC - Add'l	See features
Coin Port, per month	$2.34
NRC - 1st	$21.93
NRC - Add'l	$21.93
NRC - Disconnect Chg - 1st	$5.21
NRC - Disconnect Chg - Add'l	$5.21
NRC - Incremental Charge--Manual Svc Order - 1st	$25.93
NRC - Incremental Charge--Manual Svc Order - Add'l	$12.97

NRC - Incremental Charge--Manual Svc Order - Disconnect - 1st	$16 33
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	$0 48
Vertical Features	
Local Switching Features offered with Port, Per month	NA
Three-Way Calling, per month	$1 12
NRC	$1 03
NRC – Disconnect	$0 55
Customer Changeable Speed Calling, per month	$0 08
NRC	$1 03
NRC – Disconnect	$0 55
Call Waiting	$0 03
NRC	$1 03
NRC – Disconnect	$0 55
Remote Activation of Call Fordwarding, per month	$0 18
NRC	$1.03
NRC – Disconnect	$0 55
Cancel Call Waiting, per month	$0 01
NRC	$1 03
NRC – Disconnect	$0 55
Automatic Callback, per month	$0 29
NRC	$1 03
NRC – Disconnect	$0 55
Automatic Recall, per month	$0.28
NRC	$1 03
NRC – Disconnect	$0 55
Calling Number Delivery, per month	$0 22
NRC	$1 03
NRC – Disconnect	$0 55
Calling Number Delivery Blocking, per month	$1 17
NRC	$1.03
NRC – Disconnect	$0 55
Customer Originated Trace, per month	$0.14
NRC	$1 03
NRC – Disconnect	$0 55
Selective Call Rejection, per month	$0 13
NRC	$1 03
NRC – Disconnect	$0 55
Selective Call Forwarding, per month	$0.05
NRC	$1 03
NRC – Disconnect	$0.55
Selective Call Acceptance, per month	$0.29
NRC	$1.03
NRC – Disconnect	$0.55
Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month	$0.11
NRC	$1.03
NRC – Disconnect	$0.55
Call Forwarding Variable, per month	$0.05
NRC	$1.03
NRC – Disconnect	$0.55
Call Forwarding Busy Line, per month	$0.03
NRC	$1 03

NRC – Disconnect	$0 55
Call Forwarding Don t Answer All Calls, per month	$0.03
NRC	$1 03
NRC – Disconnect	$0 55
Remote Call Forwarding, per month	$1 36
NRC	$1 03
NRC – Disconnect	$0.55
Call Transfer, per month	$0.12
NRC	$1 03
NRC – Disconnect	$0 55
Call Hold, per month	$0 03
NRC	$1 03
NRC – Disconnect	$0 55
Toll Restricted Service, per month	$0.04
NRC	$1.03
NRC – Disconnect	$0 55
Message Waiting Indicator – Stutter Dial Tone, per month	$0 03
NRC	$1 03
NRC – Disconnect	$0.55
Anonymous Call Rejection, per month	$0.93
NRC	$1.03
NRC – Disconnect	$0.55
Shared Call Appearances of a DN, per month	$0.41
NRC	$1.03
NRC – Disconnect	$0 55
Multiple Call Appearances, per month	$0 09
NRC	$1.03
NRC – Disconnect	$0.55
ISDN Bridged Call Exclusion, per month	$0 00
NRC	$1.03
NRC – Disconnect	$0.55
Call by Call Access, per month	$28.29
NRC	$28.94
NRC – Disconnect	$5.22
Privacy Release, per month	$0.01
NRC	$1.03
NRC – Disconnect	$0.55
Multi Appearance Directory Number Calls, per month	$0.10
NRC	$1.03
NRC – Disconnect	$0.55
Make Set Busy, per month	$0.01
NRC	$1.03
NRC – Disconnect	$0.55
Teen Service (Res. Dist. Alerting Service), per month	$0.15
NRC	$1.03
NRC – Disconnect	$0.55
Code Restriction and Diversion, per month	$0.04
NRC	$1.03
NRC – Disconnect	$0.55
Call Park, per month	$0.04
NRC	$1.03
NRC – Disconnect	$0.55

Automatic Line, per month	$0 09
NRC	$1 03
NRC – Disconnect	$0 55
ISDN Message Waiting Indication-Lamp, per month	$0 01
NRC	$1 03
NRC – Disconnect	$0 55
ISDN Feature Function Buttons	NA
NRC	$1 03
NRC – Disconnect	$0.55
Subsequent Ordering Charge – (per order, per line)	NA
NRC - Electronic - 1st	$2.88
NRC - Electronic – Add'l	$0 96
NRC - Manual – 1st	$4.80
NRC - Manual – Add'l	$ 96
NRC - Disconnect	$2.88
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$0.0018
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	$0.0002
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$0.00063
Tandem Interoffice Trunk Port--Shared per mou	$0 00033
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	$0.0015
UNBUNDLED INTEROFFICE TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.00001
Common (Shared) Transport Facilities Termination per mou	$0.00045
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	$0 0339
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	$18.49
NRC - 1st	$107.11
NRC - Add'l	$48.27
NRC - Disconnect Chg - 1st	$37.16
NRC - Disconnect Chg - Add'l	$5.88
NRC - Incremental Charge--Manual Svc Order - 1st	$27.37
NRC - Incremental Charge--Manual Svc Order - Add'l	$27.37
NRC - Incremental Charge--Manual Svc Order - Disconnect--1st	$12.97
NRC - Incremental Charge--Manual Svc Order - Disconnect—Add'l	$12.97
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$0.0339
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$17.81
NRC - 1st	$107.11
NRC - Add'l	$48.27
NRC - Disconnect Chg - 1st	$37.16
NRC - Disconnect Chg - Add'l	$5.88
NRC - Incremental Charge--Manual Svc Order - 1st	$27.37
NRC - Incremental Charge--Manual Svc Order - Add'l	$27.37
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	$12.97
NRC - Incremental Charge--Manual Svc Order-Disconnect—Add'l	$12.97
Interoffice Transport - Dedicated - DS1	

Interoffice Transport - Dedicated - DS1 - per mile per month	$0.692
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$79 69
NRC - 1st	$198.15
NRC - Add'l	$148.18
NRC - Disconnect Chg - 1st	$25 44
NRC - Disconnect Chg - Add'l	$20 42
NRC - Incremental Charge—Manual Svc Order - 1st	$27 37
NRC - Incremental Charge—Manual Svc Order - Add'l	$27 37
NRC - Incremental Charge—Manual Svc Order - Disconnect--1st	$12.97
NRC - Incremental Charge—Manual Svc Order - Disconnect—Add'l	$12 97
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC – Incremental Charge—Manual Svc Order - 1st	NA
NRC – Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect--1st	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect—Add'l	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	$14.61
NRC - 1st	$494 65
NRC - Add'l	$84.44
NRC - Disconnect Chg - 1st	$77 81
NRC - Disconnect Chg - Add'l	$7.63
NRC - Incremental Charge--Manual Svc Order - 1st	$27.37
NRC - Incremental Charge--Manual Svc Order - Add'l	$18.73
NRC - Incremental Charge--Manual Svc Order-Disconnect	$17.75
Local Channel - Dedicated - 4-Wire VG	$15.77
NRC - 1st	$502.43
NRC - Add'l	$86.68
NRC - Disconnect Chg - 1st	$78.71
NRC - Disconnect Chg - Add'l	$8.53
NRC - Incremental Charge--Manual Svc Order - 1st	$27.37
NRC - Incremental Charge--Manual Svc Order - Add'l	$18.73
NRC - Incremental Charge--Manual Svc Order-Disconnect	$17.75
Local Channel - Dedicated - DS1	$35.52

NRC - 1st	$503 57
NRC - Add'l	$442.84
NRC - Disconnect Chg - 1st	$46 28
NRC - Disconnect Chg - Add'l	$32 18
NRC - Incremental Charge--Manual Svc Order	$61.95
NRC - Incremental Charge--Manual Svc Order-Disconnect	$29 27
Local Channel - Dedicated – DS3	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order- 1st	NA
NRC - Incremental Charge—Manual Svc Order – Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – Add'l	NA
VIRTUAL COLLOCATION (6)	
Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC – Application Chg	NA
Virtual Collocation – Cable Installation Chg, per cable	NA
Virtual Collocation – Floor Space, per square feet	NA
Virtual Collocation – Floor Space Power, per ampere	NA
Virtual Collocation – Cable Support Structure, per entrance cable	NA
Virtual Collocation – 2-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – 4-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – DS1 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – DS3 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – basic, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – overtime, per ½ hour	
NRC – 1st	NA

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). CLEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. Local Number Portability

The prices for interim number portability are set forth in Table 1.

7. Recorded Usage Data

The prices for recorded usage data are set forth in Table 1.

8. Electronic Interfaces

The costs associated with implementing electronic interfaces should be shared equitably among all parties who benefit from those interfaces.

9. Operational Support Systems (OSS) Rates

Rates for Operational Support Systems are set forth in Table 1. In addition to OSS charges, applicable service order and related charges apply per tariff.

NRC – Add'l	NA
Virtual Collocation – Security Escort – premium, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	
End Office Switching, per mou	$ 0018
Tandem Switching, per mou	$0 00063
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Metromedia shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
800 ACCESS TEN DIGIT SCREENING SERVICE	
800 Access Ten Digit Screening (all types), per call (7)	$0 0005
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per message	NA
Reservation Charge per 800 number reserved--NRC - 1st	$7 13
Reservation Charge per 800 number reserved--NRC - Add'l	$0 97
NRC - Incremental Charge--Manual Service Order—1st	$27.37
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	$15 88
NRC - Add'l	$1.97
NRC - Incremental Charge--Manual Service Order—1st	$27.37
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order -Disconnect	$17.75
NRC - Disconnect Chg - 1st	$10 04
NRC - Disconnect Chg - Add'l	$0 97
Per 800 # Established with POTS Translations	
NRC - 1st	$15.88
NRC - Add'l	$1.97

NRC - Incremental Charge--Manual Service Order—1st	$27 37
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order - Disconnect	$17 75
NRC - Disconnect Chg - 1st	$10 04
NRC - Disconnect Chg - Add'l	$0 97
Customized Area of Service per 800 Number	
NRC - 1st	$5 69
NRC - Add'l	$2 85
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	$6 66
NRC - Add'l	$3.81
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Change Charge per request	
NRC - 1st	$8.10
NRC - Add'l	$0.97
NRC - Incremental Charge--Manual Service Order—1st	$27 37
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Call Handling and Destination Features - NRC – 1st	$5.69
Call Handling and Destination Features - NRC – Add'l	NA
LINE INFORMATION DATABASE ACCESS (LIDB)	
LIDB Common Transport per query	$0.00004
LIDB Validation per query	$0.041003
LIDB Originating Point Code Establishment or Change - NRC	$64.36
NRC - Incremental Charge--Manual Svc Order - 1st	$25 93
NRC - Incremental Charge--Manual Svc Order – Add'l	NA
CCS7 SIGNALING TRANSPORT SERVICE	
CCS7 Signaling Connection, per link (A link) per month	$18 79
NRC	$171.98
NRC - Incremental Charge--Manual Svc Order	$25.93
NRC - Disconnect	$135.70
NRC - Incremental Charge – Manual Svc Order - Disconnect	$16.31
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	$18.79
NRC	$171.98
NRC - Incremental Charge--Manual Svc Order	$25.93
NRC - Disconnect	$135 70
NRC - Incremental Charge – Manual Svc Order - Disconnect	NA
CCS7 Signaling Termination, per STP port per month	$148.72
CCS7 Signaling Usage, per ISUP message (applicable when measurement and billing capability exists.)	$0.00004
CCS7 Signaling Usage, per TCAP message (applicable when measurement and billing capability exists.)	$0.0001
CCS7 Signaling Usage Surrogate, per Link per LATA per mo (8)	$376 12
CCS7 Signaling Point Code, Establishment or Change, per STP affected	
NRC	$62.00
OPERATIONAL SUPPORT SYSTEMS	
OSS Interactive Ordering and Trouble Maint, Estab, per user per month	NA
NRC	NA
OSS OLEC Daily Usage File: Recording, per message	$0.0002

OSS OLEC Daily Usage File: Message Processing, per message	$0 0033
OSS Access Daily Usage File: Message Processing, per message	$ 004
OSS OLEC Daily Usage File: Message Processing, per magnetic tape provisioned	$55 19
OSS Access Daily Usage File: Message Processing, per magnetic tape provisioned	$54 95
OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$0 00004
OSS Access Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$ 001
OSS Order Charge, per 1,000 LSRs received from the CLEC by one of the OSS interactive interfaces, per month (per CLEC basis) First 1,000 LSRs received	NA
OSS Order Charge, 1,000 LSRs received from the CLEC by one of the OSS interactive interfaces, per month (per CLEC basis) Each additional 1,000 LSRs received	NA
OSS Order charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$7.45
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element
OPERATOR CALL PROCESSING	
Oper. Provided Call Handling per min - Using BST LIDB	$1 21
Call Completion Access Termination Charge per call attempt	$0 08
Oper. Provided Call Handling per min - Using Foreign LIDB	$1.25
Call Completion Access Termination Charge per call attempt	$0.08
Operator Provided Call Handling, per call	NA
Fully Automated Call Handling per call - Using BST LIDB	$0.11
Fully Automated Call Handling per call - Using Foreign LIDB	$0.13
Recording Charge per Announcement	
NRC – 1st	$1,649.00
NRC – Add'l	$1,646.00
NRC – Disconnect Charge – 1st	NA
NRC – Disconnect Charge – Add'l	NA
Recording Charge per Branded Announcement – Disconnect – Intial	$9.61
Recording Charge per Branded Announcement – Disconnect – Subsequent	$9.61
Loading Charge per branded announcement	
NRC – 1st	$254.32
NRC – Add'l	$254.32
INWARD OPERATOR SERVICES	
Verification, per minute	$1.16
Verification and Emergency Interrupt, per minute	$1.16
Verification, per call	NA
Verification and Emergency Interrupt, per call	NA
DIRECTORY ASSISTANCE SERVICES	
Directory Assist Call Completion Access Svc (DACC), per call attempt	$0.0598
Call Completion Access Term charge per completed call	NA
Number Services Intercept per query	$0.0235
Number Services Intercept per Intercept Query Update	NA
Directory Assistance Access Service Calls, per	$0.26
Recording charge per announcement	NA
NRC – 1st	$1,649.00
NRC – Add'l	$1,646.00
NRC – Disconnect Charge – 1st	NA
NRC – Disconnect Charge – Add'l	NA
NRC - Incremental Charge – Manual Service Order – 1st	NA

NRC - Incremental Charge – Manual Service Order – Add'l	NA
Recording Charge per Branded Announcement – Disconnect – Intial	$9 61
Recording Charge per Branded Announcement – Disconnect – Subsequent	$9 61
Loading charge per audio unit	NA
NRC - Incremental Charge—Manual Svc Order	NA
Loading Charge per branded announcement	
NRC – 1st	$254 32
NRC – Add'l	$254 32
Directory Transport	
Directory Transport - Local Channel DS1, per month	$35 52
NRC - 1st	$503 57
NRC - Add'l	$442.84
NRC - Disconnect Chg - 1st	$46 28
NRC - Disconnect Chg - Add'l	$32.18
NRC - Incremental Charge-Manual Svc Order - NRC	$61.99
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	$29 27
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	$0 6923
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	$79.69
NRC - 1st	$198.15
NRC - Add'l	$148.18
NRC - Disconnect Chg - 1st	$25.44
NRC - Disconnect Chg - Add'l	$20.42
NRC - Incremental Charge-Manual Svc Order - NRC-1st	$27.37
NRC - Incremental Charge-Manual Svc Order - NRC-Add'l	$27 37
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-1st	$12.97
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-Add'l	$12.97
Switched Common Transport per DA Access Service per call	$0.0003
Switched Common Transport per DA Access Service per call per mile	$0.00003
Access Tandem Switching per DA Access Service per call	$0.0023
DA Interconnection, per DA Access Service Call	$0 00269
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1st	$260.69
NRC - Add'l	$5.95
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Disconnect Chg - 1st	$173.46
NRC - Disconnect Chg - Add'l	$5 95
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service charge per listing	$0.0446
Directory Assistance Database Service, per month	$128.55
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	$7,055.00
Direct Access to Directory Assistance Service, per query	$0.0472685
Direct Access to Directory Assistance Service, svc estab chg-NRC	$1,118.00
NRC – Incremental Charge Manual Svc Order—1st	NA
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect	$81.83
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF	
RCF, per number ported (Business Line), 10 paths	NA
RCF, per number ported (Residence Line), 6 paths	NA
RCF, per number ported (Business Line), each path	$2.13
RCF, per number ported (Residence Line), each path	$2.13

RCF, per number ported (Res or Bus Line)	
NRC	$0 65
NRC - Disconnect Chg	$0 07
RCF, add'l capacity for simultaneous call forwarding, per additional path	$0 32
RCF, per service order, per location - NRC - 1st	$1 44
RCF, per service order, per location - NRC - Add'l	$1 44
NRC - Incremental Charge – Manual Svc Order – 1st	$27 37
NRC - Incremental Charge – Manual Svc Order – Add'l	$27 37
RCF, per service order, per location - NRC - Disconnect - 1st	$1 44
RCF, per service order, per location - NRC - Disconnect - Add'l	$1 44
NRC - Incremental Charge – Manual Svc Order – Disconnect - 1st	$17 77
NRC - Incremental Charge – Manual Svc Order – Disconnect – Add'l	$17 77
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID	
DID per number ported, Residence - NRC	$1.18
DID per number ported, Residence - NRC - Disconnect	$1.18
DID per number ported, Business - NRC	$1.18
DID per number ported, Business - NRC - Disconnect	$1.18
DID per service order, per location - NRC - 1st	$1 44
DID per service order, per location - NRC - Add'l	$1 44
NRC - Incremental Charge – Manual Svc Order – 1st	$27 37
NRC – Incremental Charge – Manual Svc Order – Add'l	$27.37
DID per service order, per location - NRC - Disconnect - 1st	$1.44
DID per service order, per location - NRC - Disconnect - Add'l	$1.44
NRC - Incremental Charge - Manual Svc Order – Disconnect -1st	$17.77
NRC - Incremental Charge - Manual Svc Order – Disconnect - Add'l	$17.77
DID, per trunk termination, Initial	$11.84
DID, per trunk termination, Initial - NRC	$173.73
DID, per trunk termination, Initial - Disconnect	$50 43
DID, per trunk termination, Subsequent	$11.84
DID, per trunk termination, Subsequent - NRC	$51.35
DID, per trunk termination, Subsequent - Disconnect	$25.00
ACCESS TO POLES, DUCTS, CONDUITS & RIGHTS OF WAY (9)	
Access to Poles, per pole, per foot, per year	NA
Access to Conduits, per foot, per year	NA
Access to Innerduct, per foot, per year	NA
AIN	
AIN, per message	NA
AIN - BellSouth AIN SMS Access Service	
AIN SMS Access Svc - Svc Estab per state, initial setup – NRC	$197.49
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect	$114 22
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	$64.05
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC-Disconnect	$27.04
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	$64.05
AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect	$27.04
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	$141.84
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect	$70.05
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC	$142.13
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect	$35.26
AIN SMS Access Service - Storage, per unit (100 Kb)	$0.0026

AIN SMS Access Service - Session per minute	$0 0892
AIN SMS Access Service - Co Performed Session, per minute	$2 08
AIN - BellSouth AIN Toolkit Service	
AIN, Service Creation Tools	NA
Service Establishment Charge, per state, initial setup - NRC	$192 69
Service Establishment Charge, per state, initial setup - NRC - Disconnect	$114 22
Training Session, per customer - NRC	$8.363 00
Training Session, per customer – NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	$49 64
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect	$27 04
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC	$49 64
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect	$27 04
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	$49.64
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect	$27.04
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	$117 98
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	$37 90
Trigger Access Charge, per trigger, per DN, CDP - NRC	$117 98
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	$37.90
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	$117 98
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	$37.90
Query Charge, per query	$0.024
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	$0.006
SCP Storage Charge, per SMS Access Acct, per 100 Kb	$1.63
Monthly report - per AIN Toolkit Service Subscription	$16.00
Monthly report - per AIN Toolkit Service Subscription - NRC	$44.56
Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	$31.84
Special Study - Per AIN Toolkit Service Subscription	$0.10
Special Study - Per AIN Toolkit Service Subscription - NRC	$47 74
Special Study - Per AIN Toolkit Service Subscription – NRC – Disconnect	$15.90
Call Event Report - per AIN Toolkit Service Subscription	$15 90
Call Event Report - per AIN Toolkit Service Subscription - NRC	$44.56
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	$31.84
Call Event special Study - per AIN Toolkit Service Subscription	$0 003
Call Event special Study - per AIN Toolkit Service Subscription - NRC	$47.74
Call Event special Study - per AIN Toolkit Service Subscription – NRC – Disconnect	$15.90
CALLING NAME (CNAM) QUERY SERVICE	
CNAM (Database Owner), Per Query	$0.016
CNAM (Non-Database Owner), Per Query	$0.01
CNAM (Non-Database Owner), NRC, applicable when Metromedia uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database	$595.00
DARK FIBER	
Per each four-fiber dry fiber arrangement, NRC 1st	$1,893.00
Per each four-fiber dry fiber arrangement, NRC Add'l	$368.21
Per each fiber strand per route mile or fraction thereof, per month	NA
Per four fiber strands, per route mile or fraction thereof, per month	$9.84
NRC – Disconnect – 1st	$625.66
NRC – Disconnect – Add'l	$466.87
Per four fiber strands, per route foot or fraction thereof, per month	
SELECTIVE ROUTING	
Per Line or PBX Trunk, each	NA

Per Line or PBX Trunk, NRC	NA
Customized routing per unique line class code, per request, per switch	
NRC	$230 60
NRC - Incremental Charge--Manual Svc Order	$25 93
Notes: If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party (1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies. (2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports. (3) Access to B Channel or D Channel Packet capabilities will be avail- able only through Bona Fide Request/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. (6) Virtual Collocation rates are as set forth in FCC No. 1, Section 20. (7) 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. (8) This charge is only applicable where signaling usage measurement or billing capability does not exist. (9) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's competitive Structure Provisioning Center.	

Attachment 11
Exhibit 2

Florida

FLORIDA

PRICING

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

1. General Principles

All services currently provided hereunder (including resold Local Services, Local Interconnection, Network Elements and Ancillary Functions) and all new and additional services to oe provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Florida Public Service Commission.

2. Local Service Resale

The rates that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Florida.

Residential Service	21.83%
Business Service:	16.81%

3. Unbundled Network Elements

The prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

3.1 Charges for Multiple Network Elements

Any BellSouth non-recurring and recurring charges shall not include duplicate charges or charges for functions or activities that CLEC does not need when two or more Network Elements are combined in a single order. BellSouth and CLEC shall work together to mutually agree upon the total non-recurring and recurring charge(s) to be paid by CLEC when ordering multiple Network Elements. If the parties cannot agree to the total non-recurring and recurring charge(s) to be paid by CLEC when ordering multiple Network Elements within sixty (60) days of the Effective Date, either party may petition the Florida Public Service Commission to settle the disputed charge or charges.

4. Compensation For Local Interconnection (Call Transport and Termination)

The prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

5. Ancillary Functions

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). CLEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. Local Number Portability

The prices for interim number portability are set forth in Table 1.

7. Recorded Usage Data

The prices for recorded usage data are set forth in Table 1.

8. Electronic Interfaces

Each party shall bear its own cost of developing and implementing Electronic Interface Systems because those systems will benefit all carriers. If a system or process is developed exclusively for certain carriers, however, those costs shall be recovered from the carrier who is requesting the customized system.

9. Operational Support Systems (OSS) Rates

Rates for Operational Support systems are set forth in Table 1. In addition to OSS charges, applicable service order and related charges apply per the tariff.

BELLSOUTH/CLEC RATES - FLORIDA
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NIDs	
NID (all types), per month	$1 08
Installation of 2-Wire/4-Wire CLEC NID, NRC-1st	$70 32
Installation of 2-Wire/4-Wire CLEC NID, NRC-Add'l	$54 35
NID to NID Cross Connect, 2-Wire or 4-Wire NRC	$6 15
NID per 2-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	A
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA

NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC – Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire 56 Kbps Dig Grade Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC – Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire 64 Kbps Dig Grade Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)	NA
LOOP, EXCLUDING NID	
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
LOOP, INCLUDING NID	
2-Wire Analog VG Loop, per month	$17 00
NRC - 1st	$140.00
NRC - Add'l	$42.00
2-Wire Analog VG Loop-SL1, per month	NA

NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC -Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$55.00
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$30.00
NRC - 1st	$141.00
NRC - Add'l	$43.00
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$40.00
NRC - 1st	$306.00
NRC - Add'l	$283.00
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA

2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	$15 81
NRC - 1st	$113 85
NRC - Add'l	$99 61
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$12.12
NRC - 1st	$113 85
NRC - Add'l	$99 61
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$18 24
NRC - 1st	$116.91
NRC - Add'l	$101 71
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	$80.00
NRC - 1st	$540.00
NRC - Add'l	$465.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-1st	NA
NRC - Incremental Charge--Manual Svc Order-Addl	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 56 Kbps Dig Grade Lo[illegible] month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA

NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 64 Kbps Dig Grade Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Unbundled Loops via IDLC	NA
SUB-LOOPS	
Sub-Loop 2-Wire Analog	
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	$8.57
NRC - 1st	$78.28
NRC - Add'l	$58 33
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	$11.29
NRC - 1st	$112.07
NRC - Add'l	$92.11
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	$2 00
Site Visit Survey, per MDU/MTU Complex, NRC	$225 00
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1st terminal	$98.00
NRC – add'l terminal	$65.00
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	$110.00
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	$35.00
UNTW Pair Provisioning, per pair, NRC	$9.00
Service Visit for Provisioning, per request, per premises, NRC	$55.00
Manual Service Order, NRC	$45:00
Loop Concentration - Channelization Sys (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA

NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	$480.00
NRC - 1st	$350 00
NRC - Add'l	$90 00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.50
NRC - 1st	$5.75
NRC - Add'l	$5.50
NRC - Incremental Charge—Manual Service Order—1st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	
2-Wire Analog Line Port (Res., Bus.), per month	$2.00
NRC - 1st (all types)	$38 00
NRC - Add'l (all types)	$15.00
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect- Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	NA
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA

NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect- Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	NA
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect- Add'l	NA
4-Wire Analog VG Port, per month	$9.14
NRC - 1st	$5.86
NRC - Add'l	$5 86
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	TBD
NRC - 1st	TBD
NRC - Add'l	TBD
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	$125.00
NRC - 1st	$112.00
NRC - Add'l	$91.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire ISDN Port(2) (3), per month	$13.00
NRC - 1st	$88.00
NRC - Add'l	$66.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
NRC - User Profile per B Channel (4)	NA
2-Wire ISDN Port(2) (3) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA

2-Wire ISDN Port(2) (3) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
4-Wire ISDN DS1 Port, per month	TBD
NRC - 1st	TBD
NRC - Add'l	TBD
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
4-Wire ISDN DS1 Port including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – Add'l	NA
2-Wire Analog Line Port (PBX) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Hunting, per line per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Coin Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – Add'l	NA
Vertical Features	
Local Switching Features offered with Port, Per month	No additional

	charge
Three-Way Calling, per month	NA
NRC	NA
NRC – Disconnect	NA
Customer Changeable Speed Calling, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Waiting	NA
NRC	NA
NRC – Disconnect	NA
Remote Activation of Call Fordwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Cancel Call Waiting, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Callback, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Recall, per month	NA
NRC	NA
NRC – Disconnect	NA
Calling Number Delivery, per month	NA
NRC	NA
NRC – Disconnect	NA
Calling Number Delivery Blocking, per month	NA
NRC	NA
NRC – Disconnect	NA
Customer Originated Trace, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Rejection, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Acceptance, per month	NA
NRC	NA
NRC – Disconnect	NA
Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Variable, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Busy Line, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Don't Answer All Calls, per month	NA
NRC	NA

NRC – Disconnect	NA
Remote Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Transfer, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Hold, per month	NA
NRC	NA
NRC – Disconnect	NA
Toll Restricted Service, per month	NA
NRC	NA
NRC – Disconnect	NA
Message Waiting Indicator – Stutter Dial Tone, per month	NA
NRC	NA
NRC – Disconnect	NA
Anonymous Call Rejection, per month	NA
NRC	NA
NRC – Disconnect	NA
Shared Call Appearances of a DN, per month	NA
NRC	NA
NRC – Disconnect	NA
Multiple Call Appearances, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Bridged Call Exclusion, per month	NA
NRC	NA
NRC – Disconnect	NA
Call by Call Access, per month	NA
NRC	NA
NRC – Disconnect	NA
Privacy Release, per month	NA
NRC	NA
NRC – Disconnect	NA
Multi Appearance Directory Number Calls, per month	NA
NRC	NA
NRC – Disconnect	NA
Make Set Busy, per month	NA
NRC	NA
NRC – Disconnect	NA
Teen Service (Res. Dist. Alerting Service), per month	NA
NRC	NA
NRC – Disconnect	NA
Code Restriction and Diversion, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Park, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Line, per month	NA
NRC	NA
NRC – Disconnect	NA

ISDN Message Waiting Indication-Lamp, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Feature Function Buttons	NA
NRC	NA
NRC – Disconnect	NA
Subsequent Ordering Charge – (per order, per line)	NA
NRC - Electronic - 1st	NA
NRC - Electronic – Add'l	NA
NRC - Manual – 1st	NA
NRC - Manual – Add'l	NA
NRC - Disconnect	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$0.0175
End Office Switching Function, add'l mou (5)	$0 005
End Office Interoffice Trunk Port—Shared, per mou	NA
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$0.00029
Tandem Interoffice Trunk Port--Shared per mou	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
UNBUNDLED INTEROFFICE TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.000012
Common (Shared) Transport Facilities Termination per mou	$0.0005
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	NA
Interoffice Transport - Dedicated - DS0 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$.6013
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$99.79
NRC - 1st	$45.91
NRC - Add'l	$44.18

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	$44.35
NRC - 1st	$246.50
NRC - Add'l	$230.49
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA

NRC - Incremental Charge--Manual Svc Order	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated – DS3	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order- 1st	NA
NRC - Incremental Charge—Manual Svc Order – Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – Add'l	NA
VIRTUAL COLLOCATION	
Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC – Application Chg	NA
Virtual Collocation – Cable Installation Chg, per cable	NA
Virtual Collocation – Floor Space, per square feet	NA
Virtual Collocation – Floor Space Power, per ampere	NA
Virtual Collocation – Cable Support Structure, per entrance cable	NA
Virtual Collocation – 2-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – 4-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – DS1 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – DS3 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – basic, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – overtime, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – premium, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA

LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	
End Office Switching, per mou	$ 002
Tandem Switching, per mou	$ 00029
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Metromedia shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff	BST State Access Tariff Rates
Tandem Switch + Transport	$.00125
Combined Tandem Switch Interconnection	$.00325
Multi-tandem Interconnection	NA
800 ACCESS TEN DIGIT SCREENING SERVICE (6)	TBD
800 Access Ten Digit Screening (all types), per call (7)	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per message	NA
Reservation Charge per 800 number reserved--NRC - 1st	NA
Reservation Charge per 800 number reserved--NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order - Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Per 800 # Established with POTS Translations	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order - Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA

Customized Area of Service per 800 Number	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Change Charge per request	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Call Handling and Destination Features - NRC– 1st	NA
Call Handling and Destination Features – NRC – Add'l	NA
LINE INFORMATION DATABASE ACCESS (LIDB) (6)	TBD
LIDB Common Transport per query	$0.0003
LIDB Validation per query	$0.041003
LIDB Originating Point Code Establishment or Change - NRC	NA
NRC - Incremental Charge--Manual Svc Order – 1st	NA
NRC - Incremental Charge--Manual Svc Order – Add'l	NA
CCS7 SIGNALING TRANSPORT SERVICE	
CCS7 Signaling Connection, per link (A link) per month	$5 00
NRC	$400 00
NRC - Incremental Charge--Manual Svc Order	NA
NRC - Disconnect	NA
NRC - Incremental Charge – Manual Svc Order - Disconnect	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	$5 00
NRC	$400.00
NRC - Incremental Charge—Manual Svc Order	NA
NRC - Disconnect	NA
NRC - Incremental Charge – Manual Svc Order - Disconnect	NA
CCS7 Signaling Termination, per STP port per month	$113.00
CCS7 Signaling Usage, per ISUP message (applicable when measurement and billing capability exists.)	$0.00001
CCS7 Signaling Usage, per TCAP message (applicable when measurement and billing capability exists.)	$0.00004
CCS7 Signaling Usage Surrogate, per link per LATA per mo (8)	$64.00
CCS7 Signaling Point Code, Establishment or Change, per STP affected	
NRC	$62.00
OPERATIONAL SUPPORT SYSTEMS	
OSS Interactive Ordering and Trouble Maint, Estab, per user per month	NA
NRC	NA
OSS OLEC Daily Usage File: Recording, per message	$.008
OSS OLEC Daily Usage File: Message Processing , per message	$.004
OSS Access Daily Usage File: Message Processing , per message	$.004
OSS OLEC Daily Usage File: Message Processing, per magnetic tape provisioned	$54.95
OSS Access Daily Usage File: Message Processing, per magnetic tape provisioned	$54.95
OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$.001
OSS Access Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$.001

OSS Order Charge, per 1,000 LSRs received from the CLEC by one of the OSS interactive interfaces, per month (per CLEC basis) First 1,000 LSRs received	NA
OSS Order Charge, 1,000 LSRs received from the CLEC by one of the OSS interactive interfaces, per month (per CLEC basis) Each additional 1,000 LSRs received	NA
OSS Order charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$7 45
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	$19.99
OPERATOR CALL PROCESSING	
Operator Provided Call Handling per min - Using BST LIDB	$1 00
Call Completion Access Termination Charge per call attempt	NA
Operator Provided Call Handling per min - Using Foreign LIDB	$1.00
Call Completion Access Termination Charge per call attempt	NA
Operator Provided Call Handling, per call	NA
Fully Automated Call Handling per call - Using BST LIDB	$0.10
Fully Automated Call Handling per call - Using Foreign LIDB	$0.10
Recording Charge per announcement	
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Charge – 1st	NA
NRC – Disconnect Charge – Add'l	NA
Recording Charge per Branded Announcement – Disconnect – Intial	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	NA
Loading Charge per branded announcement	
NRC – 1st	NA
NRC – Add'l	NA
INWARD OPERATOR SERVICES	
Verification, per minute	NA
Verification and Emergency Interrupt, per minute	NA
Verification, per call	$0.80
Verification and Emergency Interrupt, per call	$1.00
DIRECTORY ASSISTANCE SERVICES	
Directory Assist Call Completion Access Svc (DACC), per call attempt	$0.03
Call Completion Access Term charge per completed call	NA
Number Services Intercept per query	$0.01
Number Services Intercept per Intercept Query Update	NA
Directory Assistance Access Service Calls, per call	$0.25
Recording charge per announcement	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Charge – 1st	NA
NRC – Disconnect Charge – Add'l	NA
NRC - Incremental Charge – Manual Service Order – 1st	NA
NRC - Incremental Charge – Manual Service Order – Add'l	NA
Recording Charge per Branded Announcement – Disconnect – Intial	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	NA
Loading charge per audio unit	NA
NRC - Incremental Charge—Manual Svc Order	NA
Loading Charge per branded announcement	
NRC – 1st	NA

NRC – Add'l	NA
Directory Transport	
Directory Transport - Local Channel DS1, per month	$43.64
NRC - 1st	$242.45
NRC - Add'l	$226 44
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge-Manual Svc Order - NRC	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	$ 6013
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	$99.79
NRC - 1st	$45 91
NRC - Add'l	$44.18
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge-Manual Svc Order - NRC-1st	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Add'l	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-1st	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-Add'l	NA
Switched Common Transport per DA Access Service per call	$0.0003
Switched Common Transport per DA Access Service per call per mile	$0.00001
Access Tandem Switching per DA Access Service per call	$0.00055
DA Interconnection, per DA Access Service Call	NA
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1st	$206.06
NRC - Add'l	$4.71
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service charge per listing	$0.001
Directory Assistance Database Service, per month	$100.00
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	$5,000.00
Direct Access to Directory Assistance Service, per query	$0.01
Direct Access to Directory Assistance Service, svc estab chg-NRC	$820.00
NRC – Incremental Charge Manual Svc Order—1st	NA
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF	
RCF, per number ported (Business Line), 10 paths	NA
RCF, per number ported (Residence Line), 6 paths	NA
RCF, per number ported (Business Line), each path	NA
RCF, per number ported (Residence Line), each path	NA
RCF, per number ported (Res or Bus Line)	NA
NRC	NA
NRC - Disconnect Chg	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	NA
RCF, per service order, per location - NRC - 1st	NA
RCF, per service order, per location - NRC - Add'l	NA
NRC Incremental Charge – Manual Svc Order – 1st	NA
NRC Incremental Charge – Manual Svc Order – Add'l	NA
RCF, per service order, per location - NRC - Disconnect - 1st	NA
RCF, per service order, per location - NRC - Disconnect - Add'l	NA

NRC Incremental Charge – Manual Svc Order – 1st	NA
NRC Incremental Charge – Manual Svc Order – Add'l	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID	
DID per number ported, Residence - NRC	NA
DID per number ported, Residence - NRC - Disconnect	NA
DID per number ported, Business - NRC	NA
DID per number ported, Business - NRC - Disconnect	NA
DID per service order, per location - NRC - 1st	NA
DID per service order, per location - NRC - Add'l	NA
NRC - Incremental Charge – Manual Svc Order –1st	NA
NRC – Incremental Charge - Manual Svc Order – Add'l	NA
DID per service order, per location - NRC - Disconnect - 1st	NA
DID per service order, per location - NRC - Disconnect - Add'l	NA
NRC - Incremental Charge - Manual Svc Order – Disconnect -1st	NA
NRC - Incremental Charge - Manual Svc Order – Disconnect - Add'l	NA
DID, per trunk termination, Initial	NA
DID, per trunk termination, Initial - NRC	NA
DID, per trunk termination, Initial - Disconnect	NA
DID, per trunk termination, Subsequent	NA
DID, per trunk termination, Subsequent - NRC	NA
DID, per trunk termination, Subsequent - Disconnect	NA
ACCESS TO POLES, DUCTS, CONDUITS & RIGHTS OF WAY (9)	
Access to Poles, per pole, per foot, per year	NA
Access to Conduits, per foot, per year	NA
Access to Innerduct, per foot, per year	NA
AIN	
AIN, per message	$0.00004 (interim)
AIN - BellSouth AIN SMS Access Service	
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC	NA
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC-Disconnect	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect	NA
AIN SMS Access Service - Storage, per unit (100 Kb)	NA
AIN SMS Access Service - Session, per minute	NA
AIN SMS Access Service - Co. Performed Session, per minute	NA
AIN - BellSouth AIN Toolkit Service	
AIN, Service Creation Tools (6)	TBD
Service Establishment Charge, per state, initial setup - NRC	NA
Service Establishment Charge, per state, initial setup - NRC - Disconnect	NA
Training Session, per customer - NRC	NA
Training Session, per customer – NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC	NA

Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, CDP - NRC	NA
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	NA
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	NA
Query Charge, per query	NA
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	NA
SCP Storage Charge, per SMS Access Acct, per 100 Kb	NA
Monthly report - per AIN Toolkit Service Subscription	NA
Monthly report - per AIN Toolkit Service Subscription - NRC	NA
Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Special Study - Per AIN Toolkit Service Subscription	NA
Special Study - Per AIN Toolkit Service Subscription - NRC	NA
Special Study - Per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Call Event Report - per AIN Toolkit Service Subscription	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Call Event Special Study - per AIN Toolkit Service Subscription	NA
Call Event Special Study - per AIN Toolkit Service Subscription - NRC	NA
Call Event Special Study - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
CALLING NAME (CNAM) QUERY SERVICE	
CNAM (Database Owner), Per Query	$0.016
CNAM (Non-Database Owner), Per Query	$0.01
CNAM (Non-Database Owner), NRC, applicable when Metromedia uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database	$595.00
DARK FIBER	
Per each four-fiber dry fiber arrangement, NRC 1st	NA
Per each four-fiber dry fiber arrangement, NRC Add'l	NA
Per each fiber strand per route mile or fraction thereof, per month	NA
Per four fiber strands, per route mile or fraction thereof, per month	NA
NRC - Disconnect - 1st	NA
NRC - Disconnect – Add'l	NA
Per four fiber strands, per route foot or fraction thereof, per month	NA
SELECTIVE ROUTING	
Per Line or PBX Trunk, each	NA
Per Line or PBX Trunk, NRC	NA
Customized routing per unique line class ode, per request, per switch	NA
NRC	NA
NRC - Incremental Charge--Manual Svc Order	NA
Notes: If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party. (1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies. (2) Transmission/usage charges associated with POTS circuit switched usage will also	

apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports. (3) Access to B Channel or D Channel Packet capabilities will be avail- able only through Bona Fide Request/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. (6) 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. (7) 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. (8) This charge is only applicable where signaling usage measurement or billing capability does not exist. (9) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center.	

Attachment 11
Exhibit 3

Georgia

GEORGIA
PRICING

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

1. **General Principles**

All services currently provided hereunder (including resold Local Services, Local Interconnection, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Georgia Public Service Commission.

2. **Local Service Resale**

The prices that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Georgia:

Residential Service	20.30%
Business Service:	17.30%

The prices that CLEC pays for resold Local Services were established by the Commission in Docket No. 6352-U. The Commission will review those prices one year from the date of its order in that docket.

3. **Unbundled Network Elements**

The prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. **Compensation For Local Interconnection (Call Transport and Termination)**

The prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

5. **Ancillary Functions**

5.1 Collocation--The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). CLEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Local Number Portability**

The prices for interim number portability are set forth in Table 1.

7. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 1.

8. **Electronic Interfaces**

As stated in the Georgia Public Service Commission's Supplemental Order issued in Docket No. 6352-U, all costs incurred by BellSouth to implement operational interfaces shall be recovered from the industry. If there is disagreement between the Parties regarding cost recovery issues, the Georgia Public Service Commission shall initiate a separate hearing to address the matter upon filing of a petition by an affected party.

9. **Operational Support Systems (OSS) Rates**

Rates for OSS are are set forth in Table 1. In addition to OSS charges, applicable service order and related charges apply per tariff.

TABLE 1

BELLSOUTH/CLEC RATES - GEORGIA
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NIDs	
NID (all types), per month	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC-1st	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC-Add'l	NA
NID to NID Cross Connect, 2-Wire or 4_wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	$1.10
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.94
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.42
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire Analog VG Loop, Per Month	$1.21
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.94
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.42
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	$1.10
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.94
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.42
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	$1.10
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.94
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.42
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.10
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.94
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.42
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.21

NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.94
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8 42
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire 56 Kbps Dig Grade Loop	$1 21
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC – Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.94
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.42
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire 64 Kbps Dig Grade Loop	$1.21
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.94
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.42
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)	NA
LOOP, EXCLUDING NID	
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
LOOP, INCLUDING NID	
2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop-SL1, per month	$16.51

NRC - 1st	$42.54
NRC - Add'l	$31.33
NRC-Incremental Charge--Manual Svc Oder--1st	$18.94
NRC-Incremental Charge--Manual Svc Order—Add'l	$8.42
NRC-Incremental Charge--Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop-SL1-Manual Order Coord	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	$19.57
NRC - 1st	$104.17
NRC - Add'l	$78.10
NRC-Incremental Charge--Manual Svc Order- 1st	$18.94
NRC-Incremental Charge--Manual Svc Order-Add'l	$8.42
NRC-Incremental Charge--Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$25.86
NRC - 1st	$206.95
NRC - Add'l	$170.57
NRC-Incremental Charge--Manual Svc Order—1st	$18.94
NRC-Incremental Charge--Manual Svc Order—Add'l	$8.42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$25.43
NRC - 1st	$233.38
NRC - Add'l	$180.35
NRC-Incremental Charge--Manual Svc Order—1st	$18.94
NRC-Incremental Charge--Manual Svc Order—Add'l	$8.42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA

NRC - Add'l	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	$13 05
NRC - 1st	$359 73
NRC - Add'l	$325 15
NRC-Incremental Charge--Manual Svc Order-1st	$18.94
NRC-Incremental Charge--Manual Svc Order-Add'l	$8.42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34 22
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$9.15
NRC - 1st	$359.73
NRC - Add'l	$325.15
NRC-Incremental Charge--Manual Svc Order-1st	$18.94
NRC-Incremental Charge--Manual Svc Order-Add'l	$8.42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$12.07
NRC - 1st	$378.86
NRC - Add'l	$344.28
NRC-Incremental Charge--Manual Svc Order-1st	$18.94
NRC-Incremental ChargeManual Svc Order-Add'l	$8.42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	$64.52
NRC - 1st	$429.98
NRC - Add'l	$268.18
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-1st	$18.94
NRC - Incremental Charge—Manual Svc Order-Addl	$8.42
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	$34.52
4-Wire 56 Kbps Dig Grade Loop, per month	$29.92
NRC - 1st	$348.55
NRC - Add'l	$241.20

NRC-Incremental Charge—Manual Svc Order-1st	$18 94
NRC-Incremental Charge—Manual Svc Order-Add'l	$8 42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
4-Wire 64 Kbps Dig Grade Loop, per month	$29.92
NRC - 1st	$348 55
NRC - Add'l	$241 20
NRC-Incremental Charge—Manual Svc Order-1st	$18 94
NRC-Incremental Charge—Manual Svc Order-Add'l	$8 42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
Unbundled Loops via IDLC	NA
SUB-LOOPS	
Sub-Loop 2-Wire Analog	
Loop Feeder per 2-Wire Analog VG Loop, per month	$8.58
NRC - 1st	$206.44
NRC - Add'l	$170.05
NRC-Incremental Charge—Manual Svc Order-1st	$18.94
NRC-Incremental Charge—Manual Svc Order-Add'l	$8.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	$9.12
NRC - 1st	$207.01
NRC - Add'l	$171.32
NRC-Incremental Charge--Manual Svc Order-1st	$18.94
NRC-Incremental Charge—Manual Svc Order-Add'l	$8.42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$ 34.22
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Loop Distribution per 4-Wire Analog VG Loop (Incl. NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	$2.00
Site Visit Survey, per MDU/MTU Complex, NRC	$225.00
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1st terminal	$98.00
NRC – add'l terminal	$65.00
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	$110.00
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	$35.00

UNTW Pair Provisioning, per pair, NRC	$9 00
Service Visit for Provisioning, per request, per premises, NRC	$55 00
Manual Service Order, NRC	$45 00
Loop Concentration - Channelization Sys (Outside CO), per month	$313.11
NRC - 1st	$651 23
NRC - Add'l	$284 99
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18 94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8 42
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	ICB
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	$ 8836
NRC - 1st	$9.41
NRC - Add'l	$9.38
NRC-Incremental Charge—Manual Service Order-1st	$18.94
NRC-Incremental Order—Manual Service Order-Add'l	$8.42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	$281.76
NRC - 1st	$308.13
NRC - Add'l	$76.33
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$0 9016
NRC - 1st	$20.87
NRC - Add'l	$20.74
NRC-Incremental Charge—Manual Svc Charge -1st	$18.94
NRC-Incremental Charge—Manual Svc Charge-Add'l	$8.42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	
2-Wire Analog Line Port (Res., Bus.), per month	$1.85
NRC - 1st (all types)	$17.16
NRC - Add'l (all types)	$17.16
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA

NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18 94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8 42
NRC - Incremental Charge--Manual Svc Order – Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	NA
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC – Incremental Charge—Manual Svc Order – Disconect – 1st	NA
NRC – Incremental Charge—Manual Svc Order – Disconect – Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	NA
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – Add'l	NA
4-Wire Analog VG Port, per month	$8.47
NRC - 1st	$17.16
NRC - Add'l	$17.16
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	$11.35
NRC - 1st	$61.91
NRC - Add'l	$61.91
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	$120.80
NRC - 1st	$89.44
NRC - Add'l	$52.46
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire ISDN Port(2) (3), per month	$13.47
NRC - 1st	$47.37

NRC - Add'l	$47 37
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$39 98
NRC - Incremental Charge--Manual Svc Order - Add'l	$39 98
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
NRC - User Profile per B Channel (4)	NA
2-Wire ISDN Port(2) (3) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire ISDN Port(2) (3) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
4-Wire ISDN DS1 Port, per month	$163.16
NRC - 1st	$186.80
NRC - Add'l	$186.80
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$37.88
NRC - Incremental Charge--Manual Svc Order - Add'l	$37.88
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
4-Wire ISDN DS1 Port including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX), per month	$1 85
NRC - 1st	$17.16
NRC - Add'l	$17.16
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC - Incremental Charge--Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – Add'l	NA
2-Wire Analog Line Port (PBX) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA

2-Wire Analog Hunting, per line per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Coin Port, per month	$2 05
NRC - 1st	$17 16
NRC - Add'l	$17 16
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18 94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC - Incremental Charge--Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – Add'l	NA
Vertical Features	
Local Switching Features offered with Port, Per month	NA
Three-Way Calling, per month	NA
NRC	NA
NRC – Disconnect	NA
Customer Changeable Speed Calling, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Waiting	NA
NRC	NA
NRC – Disconnect	NA
Remote Activation of Call Fordwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Cancel Call Waiting, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Callback, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Recall, per month	NA
NRC	NA
NRC – Disconnect	NA
Calling Number Delivery, per month	NA
NRC	NA
NRC – Disconnect	NA
Calling Number Delivery Blocking, per month	NA
NRC	NA
NRC – Disconnect	NA
Customer Originated Trace, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Rejection, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Acceptance, per month	NA

NRC	NA
NRC – Disconnect	NA
Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Variable, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Busy Line, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Don't Answer All Calls, per month	NA
NRC	NA
NRC – Disconnect	NA
Remote Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Transfer, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Hold, per month	NA
NRC	NA
NRC – Disconnect	NA
Toll Restricted Service, per month	NA
NRC	NA
NRC – Disconnect	NA
Message Waiting Indicator – Stutter Dial Tone, per month	NA
NRC	NA
NRC – Disconnect	NA
Anonymous Call Rejection, per month	NA
NRC	NA
NRC – Disconnect	NA
Shared Call Appearances of a DN, per month	NA
NRC	NA
NRC – Disconnect	NA
Multiple Call Appearances, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Bridged Call Exclusion, per month	NA
NRC	NA
NRC – Disconnect	NA
Call by Call Access, per month	NA
NRC	NA
NRC – Disconnect	NA
Privacy Release, per month	NA
NRC	NA
NRC – Disconnect	NA
Multi Appearance Directory Number Calls, per month	NA
NRC	NA
NRC – Disconnect	NA

Make Set Busy, per month	NA
NRC	NA
NRC – Disconnect	NA
Teen Service (Res Dist Alerting Service), per month	NA
NRC	NA
NRC – Disconnect	NA
Code Restriction and Diversion, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Park, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Line, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Message Waiting Indication-Lamp, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Feature Function Buttons	NA
NRC	NA
NRC – Disconnect	NA
Subsequent Ordering Charge – (per order, per line)	NA
NRC - Electronic - 1st	NA
NRC – Electronic – Add'l	NA
NRC – Manual – Add'l	NA
NRC – Manual – Add'l	NA
NRC – Disconnect	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$.0016333
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port---Shared, per mou	$.0001564
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$.0006757
Tandem Interoffice Trunk Port--Shared per mou	$.0002126
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
UNBUNDLED INTEROFFICE TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$.000008
Common (Shared) Transport Facilities Termination per mou	$.0004152
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile,	$.0222
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	$17.07
NRC - 1st	$79.61
NRC - Add'l	$36.08
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$18.94
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA

Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$ 0222
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$16.45
NRC - 1st	$79 61
NRC - Add'l	$36 08
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18 94
NRC - Incremental Charge--Manual Svc Order - Add'l	$18 94
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$.4523
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$78.47
NRC - 1st	$147.07
NRC - Add'l	$111.75
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$18 94
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--Addl	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	$13.91
NRC - 1st	$362.95
NRC - Add'l	$62.40
NRC - Disconnect Chg - 1st	NA

NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	$14.99
NRC - 1st	$368 44
NRC - Add'l	$64 05
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	$38 36
NRC - 1st	$356.15
NRC - Add'l	$312.89
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order	$44.22
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated – DS3	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order- 1st	NA
NRC - Incremental Charge—Manual Svc Order – Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – Add'l	NA
VIRTUAL COLLOCATION	
Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC – Application Chg	NA
Virtual Collocation – Cable Installation Chg, per cable	NA
Virtual Collocation – Floor Space, per square feet	NA
Virtual Collocation – Floor Space Power, per ampere	NA
Virtual Collocation – Cable Support Structure, per entrance cable	NA
Virtual Collocation – 2-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – 4-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'i	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA

NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – DS1 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – DS3 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – basic, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – overtime, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – premium, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	
End Office Switching, per mou	$.0016333
Tandem Switching, per mou	$.0006757
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Metromedia shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
800 ACCESS TEN DIGIT SCREENING SERVICE	
800 Access Ten Digit Screening (all types), per call (6)	$.0004868
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex	NA

Features, per message	
Reservation Charge per 800 number reserved--NRC - 1st	$6 57
Reservation Charge per 800 number reserved--NRC - Add'l	$0 76
NRC - Incremental Charge - Manual Svc Order-1st	$18 94
NRC - Incremental Charge - Manual Svc Charge-Add'l	NA
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	$12 81
NRC - Add'l	$1 45
NRC - Incremental Charge - Manual Svc Order-1st	$18.94
NRC - Incremental Charge - Manual Svc Order-Add'l	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Per 800 # Established with POTS Translations	
NRC - 1st	$12.81
NRC - Add'l	$1.45
NRC - Incremental Charge - Manual Svc Charge-1st	$18.94
NRC - Incremental Charge - Manual Svc Charge-Add'l	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Customized Area of Service per 800 Number	
NRC - 1st	$4 46
NRC - Add'l	$2.23
NRC - Incremental Charge-Manual Svc Order-1st	NA
NRC - Incremental Charge-Manual Svc Order-Add'l	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	$5.22
NRC - Add'l	$2.99
NRC - Incremental Charge-Manual Svc Order-1st	NA
NRC - Incremental Charge-Manual Svc Order-Add'l	NA
Change Charge per request	
NRC - 1st	$7.33
NRC - Add'l	$0.76
NRC - Incremental Charge-Maual Svc Charge-1st	$18.94
NRC - Incremental Charge-Manual Svc Order-Add'l	NA
Call Handling and Destination Features - NRC - 1st	$4.72
Call Handling and Destination Features - NRC - Add'l	$4.46
LINE INFORMATION DATABASE ACCESS (LIDB)	
LIDB Common Transport per query	$.0000338
LIDB Validation per query	$.0105974
LIDB Originating Point Code Establishment or Change - NRC	$50.30
NRC – Incremental Charge-Manual Svc Order – 1st	$18.94
NRC – Incremental Charge-Manual Svc Order – Add'l	NA
CCS7 SIGNALING TRANSPORT SERVICE	
CCS7 Signaling Connection, per link (A link) per month	$17.05
NRC	$131.96
NRC - Incremental Charge - Manual Svc Order	$18.94
NRC - Disconnect	NA
NRC - Incremental Charge – Manual Svc Order - Disconnect	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	$17.05

NRC	$131 96
NRC - Incremental Charge - Manual Svc Order	$18 94
NRC - Disconnect	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect	NA
CCS7 Signaling Termination, per STP port per month	$133 99
CCS7 Signaling Usage, per ISUP message (applicable when measurement and billing capability exists.)	$ 0000354
CCS7 Signaling Usage, per TCAP message (applicable when measurement and billing capability exists.)	$.0000870
CCS7 Signaling Usage Surrogate, per link per LATA per mo (7)	$340.67
CCS7 Signaling Point Code, Establishment or Change, per STP affected	
NRC	$62 00
CCS7 Signaling - Incremental Charge - Manual Svc Order	$18 94
NRC	NA
NRC - Disconnect	NA
OPERATIONAL SUPPORT SYSTEMS	
OSS Interactive Ordering and Trouble Maint, Estab, per user per month	NA
NRC	NA
OSS OLEC Daily Usage File: Recording, per message	$0.008
OSS OLEC Daily Usage File: Message Processing, per message	$0.004
OSS Access Daily Usage File: Message Processing, per message	$0.004
OSS OLEC Daily Usage File: Message Processing, per magnetic tape provisioned	$54.95
OSS Access Daily Usage File: Message Processing, per magnetic tape provisioned	$54 95
OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$0.001
OSS Access Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$0.001
OSS Order Charge, per 1,000 LSRs received from the CLEC by one of the OSS interactive interfaces, per month (per CLEC basis) First 1,000 LSRs received	NA
OSS Order Charge, 1,000 LSRs received from the CLEC by one of the OSS interactive interfaces, per month (per CLEC basis) Each additional 1,000 LSRs received	NA
OSS Order charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$7.45
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element
OPERATOR CALL PROCESSING	
Oper. Provided Call Handling per min – Using BST LIDB	$.9680296
Call Completion Access Termination Charge per call attempt	NA
Oper. Provided Call Handling per min – Using Foreign LIDB	$1.02
Call Completion Access Termination Charge per call attempt	NA
Operator Provided Call Handling, per call	NA
Fully Automated Call Handling per call – Using BST LIDB	$.0776409
Fully Automated Call Handling per call – Using Foreign LIDB	$.0976984
Recording Charge per announcement	
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Charge – 1st	NA
NRC – Disconnect Charge – Add'l	NA
Recording Charge per Branded Announcement – Disconnect – Intial	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	NA

Loading Charge per branded announcement	
NRC – 1st	NA
NRC – Add'l	NA
INWARD OPERATOR SERVICES	
Verification, per minute	$.0921083 3
Verification and Emergency Interrupt, per minute	$ 0921083 3
Verification, per call	NA
Verification and Emergency Interrupt, per call	NA
DIRECTORY ASSISTANCE SERVICES	
Directory Assist Call Completion Access Svc (DACC), per call attempt	$.0348712
Call Completion Access Term charge per completed call	NA
Number Services Intercept per query	$.0097497
Number Services Intercept per Intercept Query Update	NA
Directory Assistance Access Service Calls, per call	$.2124568
Recording charge per announcement	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Charge – 1st	NA
NRC – Disconnect Charge – Add'l	NA
NRC – Incremental Charge – Manual Svc Order-1st	$17.54
NRC – Incremental Charge – Manual Svc Order-Add'l	$15.43
Recording Charge per Branded Announcement – Disconnect – Intial	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	NA
Loading charge per audio unit	$253.87
NRC – Incremental Charge – Manual Svc Order	NA
Loading Charge per branded announcement	
NRC – 1st	NA
NRC – Add'l	NA
Directory Transport	
Directory Transport – Local Channel DS1, per month	$38.36
NRC – 1st	$356.15
NRC – Add'l	$312.89
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge-Manual Svc Order – NRC	$44.22
NRC – Incremental Charge-Manual Svc Order – NRC-Disconnect	NA
Directory Transport – Dedicated DS1 Level Interoffice per mile per mo	$.4523
Directory Transport – Dedicated DS1 Level Interoffice per facility termination per mo	$78.47
NRC – 1st	$147.07
NRC – Add'l	$111.75
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – NRC-1st	$18.94
NRC – Incremental Charge – Manual Svc Order – NRC-Add'l	NA
NRC – Incremental Charge – Manual Svc Order – NRC-Disconnect-1st	NA
NRC – Incremental Charge – Manual Svc Order – NRC-Disconnect-Add'l	NA
Switched Common Transport per DA Access Service per call	$.0002906

Switched Common Transport per DA Access Service per call per mile	$ 0000186
Access Tandem Switching per DA Access Service per call	$ 0019152
DA Interconnection, per DA Access Service Call	$0 00269
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC – 1st	$204 23
NRC – Add'l	$4 42
NRC – Incremental Charge – Manual Svc Order-1st	$44 22
NRC – Incremental Charge – Manual Svc Order-Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service charge per listing	$ 0445
Directory Assistance Database Service, per month	$95 50
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	$5254 00
Direct Access to Directory Assistance Service, per query	$ 0469016
Direct Access to Directory Assistance Service, svc estab chg-NRC	$788 24
NRC – Incremental Charge-Manual Svc Order-1st	NA
Direct Access to Directory Assistance Service, svc estab chg - NRC – Disconnect	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY – RCF	
RCF, per number ported (Business Line), 10 paths	NA
RCF, per number ported (Residence Line), 6 paths	NA
RCF, per number ported (Business Line), each path	$2.03
RCF, per number ported (Residence Line), each path	$2 03
RCF, per number ported (Res or Bus Line)	NA
NRC	$ 51
NRC – Disconnect Chg	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	$.2836
RCF, per service order, per location – NRC – 1st	$2.10
RCF, per service order, per location – NRC – Add'l	$2.10
NRC - Incremental Charge – Manual Svc Order – 1st	NA
NRC - Incremental Charge – Manual Svc Order – Add'l	NA
RCF, per service order, per location - NRC - Disconnect - 1st	NA
RCF, per service order, per location - NRC - Disconnect - Add'l	NA
NRC - Incremental Charge – Manual Svc Order – 1st	NA
NRC - Incremental Charge – Manual Svc Order – Add'l	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID	
DID per number ported, Residence - NRC	$.93
DID per number ported, Residence - NRC - Disconnect	NA
DID per number ported, Business - NRC	$.93
DID per number ported, Business - NRC - Disconnect	NA
DID per service order, per location - NRC - 1st	$2.10
DID per service order, per location - NRC - Add'l	$2.10
NRC - Incremental Charge - Manual Svc Order – 1st	$18.94
NRC - Incremental Charge – Manual Svc Order – Add'l	NA
DID per service order, per location – NRC – Disconnect – 1st	NA
DID per service order, per location – NRC – Disconnect – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect –1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect – Add'l	NA
DID, per trunk termination, Initial	$10.73

DID, per trunk termination, Initial – NRC	$135 47
DID, per trunk termination, Initial – Disconnect	NA
DID, per trunk termination, Subsequent	$10.73
DID, per trunk termination, Subsequent – NRC	$39.53
DID, per trunk termination, Subsequent – Disconnect	NA
Svc Provider No Portability – Incremental Charge-Manual Svc Order	NA
NRC – 1st	$18 94
NRC – Add'l	$18 94
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
ACCESS TO POLES, DUCTS, CONDUITS & RIGHTS OF WAY (8)	
Access to Poles, per pole, per foot, per year	NA
Access to Conduits, per foot, per year	NA
Access to Innerduct, per foot, per year	NA
AIN	
AIN, per message	NA
AIN – BellSouth AIN SMS Access Service	
AIN SMS Access Svc – Svc Estab per state, initial setup – NRC	$90.25
AIN SMS Access Svc – Svc Estab per state, initial setup – NRC – Disconnect	NA
AIN SMS Access Svc – Port Connection-Dial/Shared Access – NRC	$29.66
AIN SMS Access Svc – Port Connection-Dial/Shared Access – NRC-Disconnect	NA
AIN SMS Access Svc – Port Connection – ISDN Access – NRC	$29.66
AIN SMS Access Svc – Port Connection – ISDN Access – NRC – Disconnect	NA
AIN SMS Access Svc – User ID Codes – per User ID Code – NRC	$84.43
AIN SMS Access Svc – User ID Codes – per User ID Code – NRC – Disconnect	NA
AIN SMS Access Svc – Security Card per User ID Code, initial or replacement-NRC	$35.44
AIN SMS Access Svc – Security Card per User ID Code, initial or replacement-NRC – Disconnect	NA
AIN SMS Access Service – Storage, per unit (100 Kb)	$.0023
AIN SMS Access Service – Session, per minute	$.0795604
AIN SMS Access Service – Co. Performed Session, per minute	$2.08
AIN – BellSouth AIN Toolkit Service	
AIN, Service Creation Tools	NA
Service Establishment Charge, per state, initial setup – NRC	$86.74
Service Establishment Charge, per state, initial setup – NRC – Disconnect	NA
Training Session, per customer – NRC	$8,348.00
Training Session, per customer – NRC – Disconnect	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt – NRC	$19.13
Trigger Access Charge, per trigger, per DN, Term. Attempt – NRC – Disconnect	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay – NRC	$114.80
Trigger Access Charge, per trigger per DN, Off-Hook Delay – NRC – Disconnect	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate – NRC	$19.13
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate – Disconnect	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP – NRC	$70.06
Trigger Access Charge, per trigger, per DN, 10-Digit PODP – Disconnect	NA
Trigger Access Charge, per trigger, per DN, CDP – NRC	$70.06
Trigger Access Charge, per trigger, per DN, CDP – Disconnect	NA
Trigger Access Charge, per trigger, per DN, Feature Code – NRC	$70.06
Trigger Access Charge, per trigger, per DN, Feature Code – Disconnect	NA
Query Charge, per query	$.0209223
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	$.0053137

SCP Storage Charge, per SMS Access Acct, per 100 Kb	$1 46
Monthly report – per AIN Toolkit Service Subscription	$15 96
Monthly report – per AIN Toolkit Service Subscription – NRC	$22.64
Monthly report – per AIN Toolkit Service Subscription – NRC – Disconnect	NA
Special Study – Per AIN Toolkit Service Subscription	$ 0861109
Special Study – Per AIN Toolkit Service Subscription – NRC	$22 64
Special Study – Per AIN Toolkit Service Subscription – NRC – Disconnect	NA
Call Event Report – per AIN Toolkit Service Subscription	$15 87
Call Event Report – per AIN Toolkit Service Subscription – NRC	$22 64
Call Event Report – per AIN Toolkit Service Subscription – NRC – Disconnect	NA
Call Event Special Study – per AIN Toolkit Service Subscription	$.0028704
Call Event Special Study – per AIN Toolkit Service Subscription – NRC	$22 64
Call Event Special Study – per AIN Toolkit Service Subscription – NRC – Disconnect	NA
CALLING NAME (CNAM) QUERY SERVICE –	
CNAM (Database Owner), Per Query	$0 016
CNAM (Non-Database Owner), Per Query	$0.01
CNAM (Non-Database Owner), NRC, applicable when Metromedia uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database	$595.00
DARK FIBER	
Per each four-fiber dry fiber arrangement, NRC 1st	$1,355.29
Per each four-fiber dry fiber arrangement, NRC Add'l	$273 69
Per each fiber strand per route mile or fraction thereof, per month	NA
Per four fiber strands,per route mile or fraction thereof, per month	$44 22
NRC – Disconnect – 1st	NA
NRC – Disconnect – Add'l	NA
Per four fiber strands, per route foot or fraction thereof, per month	$0.008375
SELECTIVE ROUTING	
Per Line or PBX Trunk, each	NA
Per Line or PBX Trunk, NRC	NA
Customized routing per unique line class code, per request, per switch	
NRC	$180.62
NRC - Incremental Charge - Manual Svc Order	$18.94
Notes: If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party. (1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies. (2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports. (3) Access to B Channel or D Channel Packet capabilities will be avail- able only through Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide 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. (6) 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. (7) This charge is only applicable where signaling usage measurement or billing capability does not exist. (8) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's competitive Structure Provisioning Center	

Attachment 11
Exhibit 4

Kentucky

KENTUCKY

PRICING

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

1. **General Principles**

All services currently provided hereunder (including resold Local Services, Local Interconnection, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and Kentucky Public Service Commission.

2. **Local Service Resale**

The rates that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Kentucky.

Residential Service	16.79%
Business Service:	15.54%

3. **Unbundled Network Elements**

The prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. **Compensation For Local Interconnection (Call Transport and Termination)**

The prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

5. **Ancillary Functions**

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). CLEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Dark Fiber**

The prices for Dark Fiber are set forth in Table 1.

7. **Local Number Portability**

The prices for interim number portability are set forth in Table 1.

8. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 1.

9. **Electronic Interfaces**

All costs incurred by BellSouth to implement operational interfaces shall be recovered from the CLECs on a fairly apportioned basis. If there is disagreement between the Parties regarding cost recovery issues, an affected party may petition the Kentucky Public Service Commission to initiate a separate hearing to address the matter.

10. **Operational Support Systems (OSS) Rates**

Rates for OSS are set forth in Table 1. In addition to OSS charges, applicable service order and related charges apply per the tariff.

TABLE 1

BELLSOUTH/CLEC RATES - KENTUCKY
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NIDs	
NID (all types), per month	$1.80
Installation of 2-Wire/4-Wire CLEC NID, NRC-1st	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC-Add'l	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA

NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire 56 Kbps Dig Grade Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC – Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire 64 Kbps Dig Grade Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)	NA
LOOP, EXCLUDING NID	
2-Wire Analog VG Loop (Standard), per month	$18.20
NRC - 1st	$86.08
NRC - Add'l	$58.57
2-Wire Analog VG Loop (Customized), per month	$21.41
NRC - 1st	$236.75
NRC - Add'l	$177.10
4-Wire Analog VG Loop (Standard), per month	$26.38
NRC - 1st	$457 14
NRC - Add'l	$348.83
2-Wire ISDN Digital Grade Loop (Standard), per month	$29.65
NRC - 1st	$541.28
NRC - Add'l	$431.61
2-Wire ADSL Loop (Standard), per month	$10.63
NRC - 1st	$713.50
NRC - Add'l	$609.44
2-Wire HDSL Loop (Standard), per month	$7.40
NRC - 1st	$713.50
NRC - Add'l	$609.44
4-Wire HDSL Loop (Standard), per month	$9.70
NRC - 1st	$748.93
NRC - Add'l	$646.17
LOOP, INCLUDING NID	
2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA

NRC - Add'l	NA
2-Wire Analog VG Loop-SL1, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$55.00
2-Wire Analog VG Loop (Standard), per month	$20.00
NRC - 1st	$86.08
NRC - Add'l	$58.57
2-Wire Analog VG Loop (Customized), per month	$23.35
NRC - 1st	$236.75
NRC - Add'l	$177.10
4-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire Analog VG Loop (Standard), per month	$28.28
NRC - 1st	$457.14
NRC - Add'l	$348.83
2-Wire ISDN Digital Grade Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA

2-Wire ISDN Digital Grade Loop (Standard), per month	$31 99
NRC - 1st	$541 28
NRC - Add'l	$431 61
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ADSL Loop (Standard), per month	$11 89
NRC - 1st	$713 50
NRC - Add'l	$609.44
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire HDSL Loop (Standard), per month	$8.51
NRC - 1st	$713.50
NRC - Add'l	$609.44
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire HDSL Loop (Standard), per month	$10.39
NRC - 1st	$748.93
NRC - Add'l	$646.17
4-Wire DS1 Digital Loop, per month	$67.96
NRC - 1st	$849.80
NRC - Add'l	$523.27
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-1st	NA
NRC - Incremental Charge--Manual Svc Order-Addl	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 56 Kbps Dig Grade Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA

NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 64 Kbps Dig Grade Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Unbundled Loops via IDLC	NA
SUB-LOOPS	
Sub-Loop 2-Wire Analog	
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	$10.83
NRC - 1st	$459.85
NRC - Add'l	$352.89
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	$9 95
NRC - 1st	$459.85
NRC - Add'l	$352.89
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	$2.00
Site Visit Survey, per MDU/MTU Complex, NRC	$225.00
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1st terminal	$98.00
NRC – add'l terminal	$65.00
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	$110.00
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	$35.00
UNTW Pair Provisioning, per pair, NRC	$9.00

Service Visit for Provisioning, per request, per premises, NRC	$55 00
Manual Service Order, NRC	$45 00
Loop Concentration - Channelization Sys (Outside CO), per month	$263 06
NRC - 1st	$1 508.41
NRC - Add'l	$596 11
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	$23.30
Working Plug-In 2-Wire, NRC Add'l	$23.25
Loop Concentration - Remote Terminal Cabinet (Outside CO)	ICB
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	$429.33
NRC - 1st	$664.06
NRC - Add'l	$166.55
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1 26
NRC - 1st	$46.68
NRC - Add'l	$46.38
NRC-Incremental Charge--Manual Svc Order-1st	NA
NRC-Incremental Charge--Manual Svc Order-Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	
2-Wire Analog Line Port (Res., Bus.), per month	$2.61
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - 1st (Residence)	$37.78
NRC - Add'l (Residence)	$37.78
NRC - 1st (Business)	$37 55
NRC - Add'l (Business)	$37.55
NRC - 1st (PBX)	$36.47
NRC - Add'l (PBX)	$36.47
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA

NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect - 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect - Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	NA
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order – Disconnect - 1st	NA
NRC - Incremental Charge—Manual Svc Order – Disconnect - Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	NA
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect - 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect - Add'l	NA
4-Wire Analog VG Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire ISDN Port(2) (3), per month	$12.33
NRC - 1st	$90.48
NRC - Add'l	$84.53
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA

NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
NRC - User Profile per B Channel (4)	$5 61
2-Wire ISDN Port(2) (3) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire ISDN Port(2) (3) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
4-Wire ISDN Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
4-Wire ISDN DS1 Port, per month	$275.48
NRC - 1st	$181.27
NRC - Add'l	$116.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
4-Wire ISDN DS1 Port including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect - Add'l	NA
2-Wire Analog Line Port (PBX) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA

NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Hunting, per line per month	$0 29
NRC - 1st	$2 14
NRC - Add'l	$2.14
Coin Port, per month	$3 04
NRC - 1st	$40.71
NRC - Add'l	$40 71
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect - 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – Add'l	NA
Vertical Features	
Local Switching Features offered with Port, Per month	No add'l charge
Three-Way Calling, per month	NA
NRC	NA
NRC – Disconnect	NA
Customer Changeable Speed Calling, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Waiting	NA
NRC	NA
NRC – Disconnect	NA
Remote Activation of Call Fordwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Cancel Call Waiting, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Callback, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Recall, per month	NA
NRC	NA
NRC – Disconnect	NA
Calling Number Delivery, per month	NA
NRC	NA
NRC – Disconnect	NA
Calling Number Delivery Blocking, per month	NA
NRC	NA
NRC – Disconnect	NA
Customer Originated Trace, per month	NA
NRC	NA
NRC – Disconnect	NA

Selective Call Rejection, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Acceptance, per month	NA
NRC	NA
NRC – Disconnect	NA
Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Variable, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Busy Line, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Don't Answer All Calls, per month	NA
NRC	NA
NRC – Disconnect	NA
Remote Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Transfer, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Hold, per month	NA
NRC	NA
NRC – Disconnect	NA
Toll Restricted Service, per month	NA
NRC	NA
NRC – Disconnect	NA
Message Waiting Indicator – Stutter Dial Tone, per month	NA
NRC	NA
NRC – Disconnect	NA
Anonymous Call Rejection, per month	NA
NRC	NA
NRC – Disconnect	NA
Shared Call Appearances of a DN, per month	NA
NRC	NA
NRC – Disconnect	NA
Multiple Call Appearances, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Bridged Call Exclusion, per month	NA
NRC	NA
NRC – Disconnect	NA
Call by Call Access, per month	NA
NRC	NA

NRC – Disconnect	NA
Privacy Release, per month	NA
NRC	NA
NRC – Disconnect	NA
Multi Appearance Directory Number Calls, per month	NA
NRC	NA
NRC – Disconnect	NA
Make Set Busy, per month	NA
NRC	NA
NRC – Disconnect	NA
Teen Service (Res. Dist. Alerting Service), per month	NA
NRC	NA
NRC – Disconnect	NA
Code Restriction and Diversion, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Park, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Line, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Message Waiting Indication-Lamp, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Feature Function Buttons	NA
NRC	NA
NRC – Disconnect	NA
Subsequent Ordering Charge – (per order, per line)	NA
NRC - Electronic - 1st	NA
NRC – Electronic – Add'l	NA
NRC – Manual – 1st	NA
NRC – Manual – Add'l	NA
NRC – Disconnect	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$0.002562
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	NA
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$0 001096
Tandem Interoffice Trunk Port—Shared per mou	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to inter-mediary traffic and is applied in addition to applicable switching and/or inter-connection charges.)	$0.001096
UNBUNDLED INTEROFFICE TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.0000049
Common (Shared) Transport Facilities Termination per mou	$0.000426
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	NA

NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 per mile per month	NA
Interoffice Transport - Dedicated - DS0 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$0 45
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$55.05
NRC - 1st	$298.18
NRC - Add'l	$231 23
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--Addl	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	$16.14
Per mile per month	$0.0301
NRC - 1st	$181.93
NRC - Add'l	$75.56
9-25 Miles, Fixed per month	$17.18
Per mile per month	$0.0726
NRC - 1st	$181.93
NRC - Add'l	$75.56
Over 25 Miles, Fixed per month	$18.41

Per mile per month	$0.0831
NRC - 1st	$181 93
NRC - Add'l	$75 56
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
Local Channel - Dedicated – DS3	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order- 1st	NA
NRC - Incremental Charge—Manual Svc Order – Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – Add'l	NA
VIRTUAL COLLOCATION	
Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC – Application Chg	NA
Virtual Collocation – Cable Installation Chg, per cable	NA
Virtual Collocation – Floor Space, per square feet	NA
Virtual Collocation – Floor Space Power, per ampere	NA
Virtual Collocation – Cable Support Structure, per entrance cable	NA
Virtual Collocation – 2-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA

NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – 4-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – DS1 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – DS3 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – basic, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – overtime, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – premium, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	
End Office Switching, per mou	$0.002562
Tandem Switching, per mou	$0 001096
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Metromedia shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
800 ACCESS TEN DIGIT SCREENING SERVICE	
800 Access Ten Digit Screening (all types), per call (6)	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query	$0.0010
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	$0.0011
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query	$0.0010
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex	$0 0011

Features, per query	
800 Access Ten Digit Screening Svc W/800 No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per message	NA
Reservation Charge per 800 number reserved--NRC - 1st	$10 05
Reservation Charge per 800 number reserved--NRC - Add'l	$1.19
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Charge—Add'l	NA
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	$30 59
NRC - Add'l	$3 22
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC – Incremental Charge – Manual Svc Order - Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Per 800 # Established with POTS Translations	
NRC - 1st	$30.59
NRC - Add'l	$3.22
NRC - Incremental Charge--Manual Service Charge—1st	NA
NRC - Incremental Charge--Manual Service Charge—Add'l	NA
NRC – Incremental Charge – Manual Svc Order - Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Customized Area of Service per 800 Number	
NRC - 1st	$6 97
NRC - Add'l	$3.49
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	$8.16
NRC - Add'l	$4.67
NRC - Incremental Charge--Manual Service Charge—1st	NA
NRC - Incremental Charge--Manual Service Charge—Add'l	NA
Change Charge per request	
NRC - 1st	$11.24
NRC - Add'l	$1.19
NRC - Incremental Charge--Manual Service Charge—1st	NA
NRC - Incremental Charge--Manual Service Charge—Add'l	NA
Call Handling and Destination Features – NRC - 1st	$6.97
Call Handling and Destination Features – NRC - Add'l	$6.97
LINE INFORMATION DATABASE ACCESS (LIDB)	
LIDB Common Transport per query	$0 00006
LIDB Validation per query	$0.00938
LIDB Originating Point Code Establishment or Change - NRC	$107 60
NRC-Incremental Charge-Manual Service Order – 1st	NA
NRC-Incremental Charge-Manual Service Order – Add'l	NA

CCS7 SIGNALING TRANSPORT SERVICE	
CCS7 Signaling Connection, per link (A link) per month	$16.31
NRC	$354.95
NRC - Incremental Charge - Manual Service Order	NA
NRC - Disconnect	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	$16.31
NRC	$354.95
NRC-Incremental Charge-Manual Service Order	NA
NRC - Disconnect	NA
NRC – Incremental Charge – Manual Service Order - Disconnect	NA
CCS7 Signaling Termination, per STP port per month	$174.08
CCS7 Signaling Usage, per ISUP message (applicable when measurement and billing capability exists.)	$0.000037893
CCS7 Signaling Usage, per TCAP message (applicable when measurement and billing capability exists.)	$0.000102042
CCS7 Signaling Usage Surrogate, per link per LATA per mo (7)**	$329.98
CCS7 Signaling Point Code, Establishment or Change, per STP affected	
NRC	$62.00
OPERATIONAL SUPPORT SYSTEMS	
OSS Interactive Ordering and Trouble Maint, Estab, per user per month	NA
NRC	NA
OSS OLEC Daily Usage File: Recording, per message	$0.0008611
OSS OLEC Daily Usage File: Message Processing, per message	$0.0032357
OSS Access Daily Usage File: Message Processing, per message	$0.004
OSS OLEC Daily Usage File: Message Processing, per magnetic tape provisioned	$55.68
OSS Access Daily Usage File: Message Processing, per magnetic tape provisioned	$54.95
OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$0.0000365
OSS Access Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$0.001
OSS Order Charge, per 1,000 LSRs received from the CLEC by one of the OSS interactive interfaces, per month (per CLEC basis) First 1,000 LSRs received	NA
OSS Order Charge, 1,000 LSRs received from the CLEC by one of the OSS interactive interfaces, per month (per CLEC basis) Each additional 1,000 LSRs received	NA
OSS Order charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$7.45
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	$19.99
OPERATOR CALL PROCESSING	
Operator Provided Call Handling per min - Using BST LIDB	$1.6016
Call Completion Access Termination Charge per call attempt	NA
Operator Provided Call Handling per min - Using Foreign LIDB	$1.6249
Call Completion Access Termination Charge per call attempt	NA
Operator Provided Call Handling, per call	NA
Fully Automated Call Handling per call - Using BST LIDB	$0.0856
Fully Automated Call Handling per call - Using Foreign LIDB	$0.1071
Recording Charge per announcement	
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Charge – 1st	NA

NRC – Disconnect Charge – Add'l	NA
Recording Charge per Branded Announcement – Disconnect – Intial	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	NA
Loading Charge per branded announcement	
NRC – 1st	NA
NRC – Add'l	NA
INWARD OPERATOR SERVICES	
Verification, per minute	NA
Verification and Emergency Interrupt, per minute	NA
Verification, per call	$1.00
Verification and Emergency Interrupt, per call	$1.111
DIRECTORY ASSISTANCE SERVICES	
Directory Assist Call Completion Access Svc (DACC), per call attempt	$0.058
Call Completion Access Term charge per completed call	NA
Number Services Intercept per query	$0.0086
Number Services Intercept per Intercept Query Update	$0.0055
Directory Assistance Access Service Calls, per call	$0 3136
Recording charge per announcement	$1,664 89
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Charge – 1st	NA
NRC – Disconnect Charge – Add'l	NA
NRC - Incremental Charge – Manual Service Order – 1st	NA
NRC - Incremental Charge – Manual Service Order – Add'l	NA
Recording Charge per Branded Announcement – Disconnect – Intial	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	NA
Loading charge per audio unit	$244.04
NRC-Incremental Charge-Manual Service Order	NA
Loading Charge per branded announcement	
NRC – 1st	NA
NRC – Add'l	NA
Directory Transport	
Directory Transport - Local Channel DS1, per month	$36 32
NRC - 1st	$637.46
NRC - Add'l	$546.94
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge-Manual Svc Order - NRC	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	$0.45
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	$55.05
NRC - 1st	$298.18
NRC - Add'l	$231.18
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge-Manual Svc Order - NRC-1st	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Add'l	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-1st	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-Add'l	NA
Switched Common Transport per DA Access Service per call	$0.000175

Switched Common Transport per DA Access Service per call per mile	$0 000004
Access Tandem Switching per DA Access Service per call	$0 000783
DA Interconnection, per DA Access Service Call	NA
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1st	$501 98
NRC - Add'l	$13 32
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service charge per listing	$0 0193
Directory Assistance Database Service, per month	$120 76
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	$7,235.01
Direct Access to Directory Assistance Service, per query	$0 0052
Direct Access to Directory Assistance Service, svc estab chg-NRC	$1,186 94
NRC-Incremental Charge-Manual Service Order-1st	NA
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF	
RCF, per number ported (Business Line), 10 paths	NA
RCF, per number ported (Residence Line), 6 paths	NA
RCF, per number ported (Business Line), each path	NA
RCF, per number ported (Residence Line), each path	NA
RCF, per number ported (Res or Bus Line)	NA
NRC	NA
NRC - Disconnect Chg	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	NA
RCF, per service order, per location - NRC - 1st	NA
RCF, per service order, per location - NRC - Add'l	NA
NRC –Incremental Charge – manual Svc Order – 1st	NA
NRC –Incremental Charge – manual Svc Order – Add'l	NA
RCF, per service order, per location - NRC - Disconnect - 1st	NA
RCF, per service order, per location - NRC - Disconnect - Add'l	NA
NRC –Incremental Charge – manual Svc Order – 1st	NA
NRC –Incremental Charge – manual Svc Order – Add'l	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID	
DID per number ported, Residence - NRC	NA
DID per number ported, Residence - NRC - Disconnect	NA
DID per number ported, Business - NRC	NA
DID per number ported, Business - NRC - Disconnect	NA
DID per service order, per location - NRC - 1st	NA
DID per service order, per location - NRC - Add'l	NA
NRC - Incremental Charge - Manual Svc Order – 1st	NA
NRC - Incremental Charge - Manual Svc Order – Add'l	NA
DID per service order, per location - NRC - Disconnect - 1st	NA
DID per service order, per location - NRC - Disconnect - Add'l	NA
NRC - Incremental Charge - Manual Svc Order – Disconnect -1st	NA
NRC - Incremental Charge - Manual Svc Order – Disconnect - Add'l	NA

DID, per trunk termination, Initial	NA
DID, per trunk termination, Initial - NRC	NA
DID, per trunk termination, Initial - Disconnect	NA
DID, per trunk termination, Subsequent	NA
DID, per trunk termination, Subsequent - NRC	NA
DID, per trunk termination, Subsequent - Disconnect	NA
ACCESS TO POLES, DUCTS, CONDUITS & RIGHTS OF WAY (8)	
Access to Poles, per pole, per foot, per year	NA
Access to Conduits, per foot, per year	NA
Access to Innerduct, per foot, per year	NA
AIN	
AIN, per message	NA
AIN - BellSouth AIN SMS Access Service	
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC	NA
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC-Disconnect	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect	NA
AIN SMS Access Service - Storage, per unit (100 Kb)	NA
AIN SMS Access Service - Session, per minute	NA
AIN SMS Access Service - Co. Performed Session, per minute	NA
AIN - BellSouth AIN Toolkit Service	
AIN, Service Creation Tools	NA
Service Establishment Charge, per state, initial setup - NRC	NA
Service Establishment Charge, per state, initial setup - NRC - Disconnect	NA
Training Session, per customer - NRC	NA
Training Session, per customer - NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, CDP - NRC	NA
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	NA
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	NA
Query Charge, per query	NA
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	NA
SCP Storage Charge, per SMS Access Acct, per 100 Kb	NA
Monthly report - per AIN Toolkit Service Subscription	NA
Monthly report - per AIN Toolkit Service Subscription - NRC	NA

Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Special Study - Per AIN Toolkit Service Subscription	NA
Special Study - Per AIN Toolkit Service Subscription - NRC	NA
Special Study - Per AIN Toolkit Service Subscription – NRC - Disconnect	NA
Call Event Report - per AIN Toolkit Service Subscription	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Call Event Special Study - per AIN Toolkit Service Subscription	NA
Call Event Special Study - per AIN Toolkit Service Subscription - NRC	NA
Call Event Special Study - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
CALLING NAME (CNAM) QUERY SERVICE	
CNAM (Database Owner), Per Query	$0 016
CNAM (Non-Database Owner), Per Query	$0.01
CNAM (Non-Database Owner), NRC, applicable when Metromedia uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database	$595.00
DARK FIBER	
Per each four-fiber dry fiber arrangement, NRC 1st	$1,808 19
Per each four-fiber dry fiber arrangement, NRC Add'l	$922.95
Per each fiber strand per route mile or fraction thereof, per month	$241.00
Per four fiber strand per route mile or fraction thereof, per month	$241.00
NRC – Disconnect – 1st	NA
NRC – Disconnect – Add'l	NA
Per four fiber strands per route foot or fraction thereof, per month	NA
SELECTIVE ROUTING	
Per Line or PBX Trunk, each	NA
Per Line or PBX Trunk, NRC	$10.00 (Interim Rate)
Customized routing per unique line class code, per request, per switch	NA
NRC	NA
NRC - Incremental Charge-Manual Svc Order	NA

Notes:

If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party.

(1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.

(2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.

(3) Access to B Channel or D Channel Packet capabilities will be avail- able only through Bona Fide Request/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 (6) 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. (7) This charge is only applicable where signaling usage measurement or billing capability does not exist. (8) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center.	

Attachment 11
Exhibit 5

Louisiana

LOUISIANA

PRICING

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

1. **General Principles**

All services currently provided hereunder (including resold Local Services, Local Interconnection, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Louisiana Public Service Commission.

2. **Local Service Resale**

The rates that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Louisiana.

Residential Service	20.72%
Business Service:	20.72%

3. **Unbundled Network Elements**

The prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. **Compensation For Local Interconnection (Call Transport and Termination)**

The prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

5. **Ancillary Functions**

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section

224(d). CLEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 1.

7. **Electronic Interfaces**

The prices for Operational Support Systems are set forth in Table 1.

8. **Operational Support Systems (OSS) Rates**

Rates for OSS are set forth in Table 1. In addition to OSS charges, applicable service order and related charges apply per the tariff.

TABLE 1

BELLSOUTH/CLEC RATES - LOUISIANA
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NIDs	
NID (all types), per month	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC - 1st	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC - Add'l	NA
NIN to NID Cross Connect, 2-Wire or 4-Wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	$1 09
NRC - 1st	$2.02
NRC - Add'l	$2 02
NRC - Disconnect Chg - 1st	$2 01
NRC - Disconnect Chg - Add'l	$2 01
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.14
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8 06
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$11.41
NID per 4-Wire Analog VG Loop, Per Month	$1.22
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2.01
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.14
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.06
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$11 41
NID per 2-Wire ISDN Digital VG Loop, Per Month	$1.08
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2.01
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.14
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8 06
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$11.41
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	$1.09
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2.01
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.14
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.06
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$11.41
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.09
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2.01
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.14
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.06
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$11.41

NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1 21
NRC - 1st	$2 02
NRC - Add'l	$2 02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2 01
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.14
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8 06
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$11 41
NID per 4-Wire 56 Kbps Dig Grade Loop	$1 21
NRC - 1st	$2 02
NRC - Add'l	$2 02
NRC – Disconnect Chg - 1st	$2 01
NRC – Disconnect Chg - Add'l	$2 01
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.14
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.06
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$11.41
NID per 4-Wire 64 Kbps Dig Grade Loop	$1 21
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2.01
NRC – Incremental Charge – Manual Svc Ord – 1st	$18.14
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8 06
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$11.41
Nonrecurring Charge - customer transfer, feature additions, changes (1)	NA
LOOP, EXCLUDING NID	
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
LOOP, INCLUDING NID	
2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop-SL1, per month	$19.35

NRC - 1st	$40 69
NRC - Add'l	$29 96
NRC - Incremental Charge--Manual Service Order—1st	$18 14
NRC - Incremental Charge--Manual Service Order—Add'l	$8 06
NRC - Incremental Charge--Manual Service Order—Disconnect	$11 41
NRC - Disconnect Chg - 1st	$11 48
NRC - Disconnect Chg - Add'l	$3 36
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	$22.84
NRC - 1st	$99 69
NRC - Add'l	$74.73
NRC - Incremental Charge--Manual Service Order—1st	$18.14
NRC - Incremental Charge--Manual Service Order—Add'l	$8.06
NRC - Incremental Charge--Manual Service Order—Disconnect	$11.41
NRC - Disconnect Chg - 1st	$28.73
NRC - Disconnect Chg - Add'l	$18.87
NRC - Order Coordination for Specified Conversion Time	$32.77
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$31 52
NRC - 1st	$198 10
NRC - Add'l	$163.26
NRC - Incremental Charge--Manual Service Order—1st	$18.14
NRC - Incremental Charge--Manual Service Order—Add'l	$8.06
NRC - Incremental Charge--Manual Service Order—Disconnect	$11 41
NRC - Disconnect Chg - 1st	$74 27
NRC - Disconnect Chg - Add'l	$39.44
NRC - Order Coordination for Specified Conversion Time	$32.77
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$27.36
NRC - 1st	$223.27
NRC - Add'l	$172.63
NRC - Incremental Charge--Manual Service Order—1st	$18.14
NRC - Incremental Charge--Manual Service Order—Add'l	$8.06
NRC - Incremental Charge--Manual Service Order—Disconnect	$11.41
NRC - Disconnect Chg - 1st	$74.27
NRC - Disconnect Chg – Add'l	$39.44
NRC - Order Coordination for Specified Conversion Time	$32.77
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA

2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	$15 39
NRC - 1st	$343 13
NRC - Add'l	$310 03
NRC - Incremental Charge--Manual Service Order—1st	$18.14
NRC - Incremental Charge--Manual Service Order—Add'l	$8.06
NRC - Incremental Charge--Manual Service Order—Disconnect	$11 41
NRC - Disconnect Chg - 1st	$72.54
NRC - Disconnect Chg - Add'l	$39 42
NRC - Order Coordination for Specified Conversion Time	$32 77
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$11 61
NRC - 1st	$343.13
NRC - Add'l	$310 03
NRC - Incremental Charge--Manual Service Order—1st	$18.14
NRC - Incremental Charge--Manual Service Order—Add'l	$8.06
NRC - Incremental Charge--Manual Service Order—Disconnect	$11.41
NRC - Disconnect Chg - 1st	$72.54
NRC - Disconnect Chg - Add'l	$39 42
NRC - Order Coordination for Specified Conversion Time	$32.77
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$16 39
NRC - 1st	$361.45
NRC - Add'l	$328 35
NRC - Incremental Charge--Manual Service Order—1st	$18.14
NRC - Incremental Charge--Manual Service Order—Add'l	$8.06
NRC - Incremental Charge--Manual Service Order—Disconnect	$11.41
NRC - Disconnect Chg - 1st	$72.54
NRC - Disconnect Chg - Add'l	$39.41
NRC - Order Coordination for Specified Conversion Time	$32.77
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	$72.86
NRC - 1st	$410.38
NRC - Add'l	$255.48
NRC - Disconnect Chg - 1st	$92.35
NRC - Disconnect Chg - Add'l	$38.44
NRC - Incremental Charge--Manual Svc Order-1st	$18.14
NRC - Incremental Charge--Manual Svc Order-Addl	$8.06
NRC - Incremental Charge--Manual Svc Order-Disconnect	$11.41
NRC - Order Coordination for Specified Conversion Time	$33.05
4-Wire 56 Kbps Dig Grade Loop, per month	$35.58
NRC - 1st	$333.28
NRC - Add'l	$230.50
NRC - Incremental Charge--Manual Service Order—1st	$18.14
NRC - Incremental Charge--Manual Service Order—Add'l	$8.06
NRC - Incremental Charge--Manual Service Order—Disconnect	$11.41
NRC - Disconnect Chg - 1st	$87.99

NRC - Disconnect Chg - Add'l	$44.24
NRC - Order Coordination for Specified Conversion Time	$32.77
4-Wire 64 Kbps Dig Grade Loop, per month	$35.58
NRC - 1st	$333.28
NRC - Add'l	$230 50
NRC - Incremental Charge--Manual Service Order—1st	$18.14
NRC - Incremental Charge--Manual Service Order—Add'l	$8 06
NRC - Incremental Charge--Manual Service Order—Disconnect	$11 41
NRC - Disconnect Chg - 1st	$87.99
NRC - Disconnect Chg - Add'l	$44 24
NRC - Order Coordination for Specified Conversion Time	$32 77
Unbundled Loops via IDLC	NA
SUB-LOOPS	
Sub-Loop 2-Wire Analog	
Loop Feeder per 2-Wire Analog VG Loop, per month	BFR
NRC - 1st	BFR
NRC - Add'l	BFR
NRC - Disconnect Chg - 1st	BFR
NRC - Disconnect Chg - Add'l	BFR
NRC - Order Coordination for Specified Conversion Time	BFR
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	BFR
NRC - 1st	BFR
NRC - Add'l	BFR
NRC - Incremental Charge--Manual Service Order—1st	BFR
NRC - Incremental Charge--Manual Service Order—Add'l	BFR
NRC - Incremental Charge--Manual Service Order—Disconnect	BFR
NRC - Disconnect Chg - 1st	BFR
NRC - Disconnect Chg - Add'l	BFR
NRC - Order Coordination for Specified Conversion Time	BFR
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	BFR
NRC - 1st	BFR
NRC - Add'l	BFR
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	BFR
NRC - 1st	BFR
NRC - Add'l	BFR
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	BFR
Site Visit Survey, per MDU/MTU Complex, NRC	BFR
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1st terminal	BFR
NRC – add'l terminal	BFR
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	BFR
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	BFR
UNTW Pair Provisioning, per pair, NRC	BFR
Service Visit for Provisioning, per request, per premises, NRC	BFR
Manual Service Order, NRC	BFR
Loop Concentration - Channelization Sys (Outside CO), per month	BFR
NRC - 1st	BFR
NRC - Add'l	BFR
NRC - Disconnect Chg - 1st	BFR
NRC - Disconnect Chg - Add'l	BFR
NRC - Incremental Charge--Manual Svc Order - 1st	BFR

NRC - Incremental Charge--Manual Svc Order - Add'l	BFR
NRC - Incremental Charge--Manual Svc Order - Disconnect	BFR
Working Plug-In 2-Wire, NRC 1st	BFR
Working Plug-In 2-Wire, NRC Add'l	BFR
Loop Concentration - Remote Terminal Cabinet (Outside CO)	BFR
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	BFR
NRC - 1st	BFR
NRC - Add'l	BFR
NRC - Incremental Charge--Manual Service Order—1st	BFR
NRC - Incremental Charge--Manual Service Order—Add'l	BFR
NRC - Incremental Charge—Manual Svc Order—Disconnect	BFR
NRC - Disconnect Chg - 1st	BFR
NRC - Disconnect Chg - Add'l	BFR
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	$301 68
NRC - 1st	$292.90
NRC - Add'l	$72.38
NRC - Disconnect Chg - 1st	$5.30
NRC - Disconnect Chg - Add'l	------
NRC - Incremental Charge--Manual Svc Order - 1st	$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	$8 06
NRC - Incremental Charge--Manual Svc Order - Disconnect	$11 41
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.08
NRC - 1st	$19.97
NRC - Add'l	$19 84
NRC - Incremental Charge--Manual Service Charge—1st	$18.14
NRC - Incremental Charge--Manual Service Charge—Add'l	$8.06
NRC - Incremental Charge--Manual Service Order—Disconnect	$11.41
NRC - Disconnect Chg - 1st	$8 26
NRC - Disconnect Chg - Add'l	$8.21
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	
2-Wire Analog Line Port (Res., Bus.), per month	$2.20
NRC - 1st (all types)	$16.43
NRC - Add'l (all types)	$16.43
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	$4.38
NRC - Disconnect Chg - Add'l	$4.38
NRC - Incremental Charge--Manual Svc Order - 1st	$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.06
NRC - Incremental Charge--Manual Svc Order – Disconnect – 1st	$10.39
NRC - Incremental Charge--Manual Svc Order – Disconnect – Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	NA
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA

NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect - 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect - Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	NA
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – Add'l	NA
4-Wire Analog VG Port, per month	$10.13
NRC - 1st	$16.43
NRC - Add'l	$16.43
NRC - Disconnect Chg - 1st	$3.77
NRC - Disconnect Chg - Add'l	$3.77
NRC - Incremental Charge--Manual Svc Order - 1st	$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.06
NRC - Incremental Charge--Manual Svc Order - Disconnect	$8.94
2-Wire DID Port, per month	$13.12
NRC - 1st	$59.28
NRC - Add'l	$59.28
NRC - Disconnect Chg - 1st	$9.20
NRC - Disconnect Chg - Add'l	$9.20
NRC - Incremental Charge--Manual Svc Order - 1st	$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.06
NRC - Incremental Charge--Manual Svc Order - Disconnect	$10.39
4-Wire DS1 Port w/DID capability, per month	$149.27
NRC - 1st	$85.63
NRC - Add'l	$50.23
NRC - Disconnect Chg - 1st	$8.82
NRC - Disconnect Chg - Add'l	$8.83
NRC - Incremental Charge--Manual Svc Order - 1st	$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.06
NRC - Incremental Charge--Manual Svc Order - Disconnect	$10.39
2-Wire ISDN Port(2) (3), per month	$23.33
NRC - 1st	$45.35
NRC - Add'l	$45.35
NRC - Disconnect Chg - 1st	$4.31
NRC - Disconnect Chg - Add'l	$4.31
NRC - Incremental Charge--Manual Svc Order - 1st	$38.29
NRC - Incremental Charge--Manual Svc Order - Add'l	$38.29
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	$6.65
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	$6.65
NRC - User Profile per B Channel (4)	NA
2-Wire ISDN Port(2) (3) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA

2-Wire ISDN Port(2) (3) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
4-Wire ISDN DS1 Port, per month	$194.72
NRC - 1st	$181 89
NRC - Add'l	$181 89
NRC - Disconnect Chg - 1st	$27.11
NRC - Disconnect Chg - Add'l	$27.11
NRC - Incremental Charge--Manual Svc Order - 1st	$33.18
NRC - Incremental Charge--Manual Svc Order - Add'l	$33 18
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1st	$7.73
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	$7.73
4-Wire ISDN DS1 Port including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX), per month	$2.20
NRC - 1st	$16.43
NRC - Add'l	$16.43
NRC - Disconnect Chg - 1st	$3.77
NRC - Disconnect Chg - Add'l	$3.77
NRC - Incremental Charge--Manual Svc Order - 1st	$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.06
NRC - Incremental Charge--Manual Svc Order-Disconnect – 1st	$8.94
NRC - Incremental Charge--Manual Svc Order-Disconnect - Add'l	NA
2-Wire Analog Line Port (PBX) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Hunting, per line per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Coin Port, per month	$2.50
NRC - 1st	$16.43
NRC - Add'l	$16.43
NRC - Disconnect Chg - 1st	$4.15
NRC - Disconnect Chg - Add'l	$4.15
NRC - Incremental Charge--Manual Svc Order - 1st	$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.06
NRC - Incremental Charge--Manual Svc Order-Disconnect - 1st	$9.86
NRC - Incremental Charge--Manual Svc Order-Disconnect – Add'l	NA
Vertical Features	
Local Switching Features offered with Port, Per month	$8.28

Three-Way Calling, per month	NA
NRC	NA
NRC – Disconnect	NA
Customer Changeable Speed Calling, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Waiting	NA
NRC	NA
NRC – Disconnect	NA
Remote Activation of Call Fordwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Cancel Call Waiting, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Callback, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Recall, per month	NA
NRC	NA
NRC – Disconnect	NA
Calling Number Delivery, per month	NA
NRC	NA
NRC – Disconnect	NA
Calling Number Delivery Blocking, per month	NA
NRC	NA
NRC – Disconnect	NA
Customer Originated Trace, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Rejection, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Acceptance, per month	NA
NRC	NA
NRC – Disconnect	NA
Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Variable, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Busy Line, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Don't Answer All Calls, per month	NA
NRC	NA
NRC – Disconnect	NA

Remote Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Transfer, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Hold, per month	NA
NRC	NA
NRC – Disconnect	NA
Toll Restricted Service, per month	NA
NRC	NA
NRC – Disconnect	NA
Message Waiting Indicator – Stutter Dial Tone, per month	NA
NRC	NA
NRC – Disconnect	NA
Anonymous Call Rejection, per month	NA
NRC	NA
NRC – Disconnect	NA
Shared Call Appearances of a DN, per month	NA
NRC	NA
NRC – Disconnect	NA
Multiple Call Appearances, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Bridged Call Exclusion, per month	NA
NRC	NA
NRC – Disconnect	NA
Call by Call Access, per month	NA
NRC	NA
NRC – Disconnect	NA
Privacy Release, per month	NA
NRC	NA
NRC – Disconnect	NA
Multi Appearance Directory Number Calls, per month	NA
NRC	NA
NRC – Disconnect	NA
Make Set Busy, per month	NA
NRC	NA
NRC – Disconnect	NA
Teen Service (Res. Dist. Alerting Service), per month	NA
NRC	NA
NRC – Disconnect	NA
Code Restriction and Diversion, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Park, per month	NA
NRC	
NRC – Disconnect	NA
Automatic Line, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Message Waiting Indication-Lamp, per month	NA

NRC	NA
NRC – Disconnect	NA
ISDN Feature Function Buttons	NA
NRC	NA
NRC – Disconnect	NA
Subsequent Ordering Charge – (per order, per line)	NA
NRC - Electronic - 1st	NA
NRC - Electronic – Add'l	NA
NRC - Manual – 1st	NA
NRC - Manual – Add'l	NA
NRC - Disconnect	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$0.0021
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	$0 0002
Unbundled Tandem S vitching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$0 0008
Tandem Interoffice Trunk Port--Shared per mou	$0 0003
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
UNBUNDLED INTEROFFICE TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.0000083
Common (Shared) Transport Facilities Termination per mou	$0.00047
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	$0 0384
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	$19.10
NRC - 1st	$76 20
NRC - Add'l	$34.54
NRC - Disconnect Chg - 1st	$28.03
NRC - Disconnect Chg - Add'l	$5.37
NRC - Incremental Charge--Manual Svc Order - 1st	$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	$18.14
NRC - Incremental Charge--Manual Svc Order - Disconnect--1st	$8.06
NRC - Incremental Charge--Manual Svc Order --Disconnect--Addl	$8.06
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$0 0384
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$18.37
NRC - 1st	$76.20
NRC - Add'l	$34.54
NRC - Disconnect Chg - 1st	$28.03
NRC - Disconnect Chg - Add'l	$5.37
NRC - Incremental Charge--Manual Svc Order - 1st	$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	$18.14
NRC - Incremental Charge--Manual Svc Order - Disconnect--1st	$8.06
NRC - Incremental Charge--Manual Svc Order - Disconnect--Addl	$8.06
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$0.7831
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$93.40
NRC - 1st	$140 49
NRC - Add'l	$106.69

NRC - Disconnect Chg - 1st	$20 00
NRC - Disconnect Chg - Add'l	$16 34
NRC - Incremental Charge--Manual Svc Order - 1st	$18 14
NRC - Incremental Charge--Manual Svc Order - Add'l	$18 14
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	$8.06
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	$8 06
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	$14.94
NRC - 1st	$347.49
NRC - Add'l	$59.75
NRC - Disconnect Chg - 1st	$53 68
NRC - Disconnect Chg - Add'l	$6.60
NRC - Incremental Charge--Manual Svc Order - 1st	$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.06
NRC - Incremental Charge--Manual Svc Order-Disconnect	$11.40
Local Channel - Dedicated - 4-Wire VG	$16.21
NRC - 1st	$352.75
NRC - Add'l	$61.33
NRC - Disconnect Chg - 1st	$54.36
NRC - Disconnect Chg - Add'l	$7.28
NRC - Incremental Charge--Manual Svc Order - 1st	$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.06
NRC - Incremental Charge--Manual Svc Order-Disconnect	$11.40
Local Channel - Dedicated - DS1	$43.80
NRC - 1st	$348.56
NRC - Add'l	$300.30
NRC - Disconnect Chg - 1st	$24.15
NRC - Disconnect Chg - Add'l	$21.31

NRC - Incremental Charge--Manual Svc Order	$42 34
NRC - Incremental Charge--Manual Svc Order-Disconnect	$19.48
Local Channel - Dedicated – DS3	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order- 1st	NA
NRC - Incremental Charge—Manual Svc Order – Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – Add'l	NA
VIRTUAL COLLOCATION	
Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC – Application Chg	NA
Virtual Collocation – Cable Installation Chg, per cable	NA
Virtual Collocation – Floor Space, per square feet	NA
Virtual Collocation – Floor Space Power, per ampere	NA
Virtual Collocation – Cable Support Structure, per entrance cable	NA
Virtual Collocation – 2-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – 4-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – DS1 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – DS3 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – basic, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – overtime, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – premium, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA

LOCAL USAGE	
Intraoffice per mou	$0.00209
Interoffice per mou (assumes 5 miles of transport)	$0.00538
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	
End Office Switching, per mou	$0.00209
Tandem Switching, per mou	NA
Tandem Switching (assumes 5 miles of transport per mou)	$0.00430
Transport	UNE prices for shared/ common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Metromedia shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	variable
800 ACCESS TEN DIGIT SCREENING SERVICE	
800 Access Ten Digit Screening (all types), per call (6)	$0.0005305
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per message	NA
Reservation Charge per 800 number reserved--NRC - 1st	$6.29
Reservation Charge per 800 number reserved--NRC - Add'l	$0.73
NRC - Incremental Charge--Manual Service Order—1st	$18.14
NRC - Incremental Charge--Manual Service Charge—Add'l	NA
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	$12.27
NRC - Add'l	$1.39
NRC - Incremental Charge--Manual Service Order—1st	$18.14
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order - Disconnect	$11.40
NRC - Disconnect Chg - 1st	$8.30
NRC - Disconnect Chg - Add'l	$0.73
Per 800 # Established with POTS Translations	
NRC - 1st	$12.27
NRC - Add'l	$1.39
NRC - Incremental Charge--Manual Service Order - 1st	$18.14

NRC - Incremental Charge--Manual Service Order - Add'l	NA
NRC – Incremental Charge--Manual Service Order - Disconnect	$11 40
NRC - Disconnect Chg - 1st	$8.30
NRC - Disconnect Chg - Add'l	$0.73
Customized Area of Service per 800 Number	
NRC - 1st	$4 27
NRC - Add'l	$2.14
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	$5.00
NRC - Add'l	$2 86
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Change Charge per request	
NRC - 1st	$7 01
NRC - Add'l	$0.73
NRC - Incremental Charge--Manual Service Charge—1st	$18.14
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Call Handling and Destination Features – NRC - 1st	$4.27
Call Handling and Destination Features – NRC - Add'l	$4.27
LINE INFORMATION DATABASE ACCESS (LIDB)	
LIDB Common Transport per query	$0.0000418
LIDB Validation per query	$0.0103774
LIDB Originating Point Code Establishment or Change - NRC	$48.17
NRC - Incremental Charge--Manual Svc Order - 1st	$18.14
NRC - Incremental Charge--Manual Svc Order – Add'l	NA
CCS7 SIGNALING TRANSPORT SERVICE	
CCS7 Signaling Connection, per link (A link) per month	$19.48
NRC	$126.34
NRC - Incremental Charge--Manual Svc Order	$18.14
NRC - Disconnect	$101.10
NRC - Incremental Charge--Manual Svc Order - Disconnect	$11.40
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	$19.48
NRC	$126.34
NRC - Incremental Charge--Manual Svc Order	$18.14
NRC - Disconnect	$101.10
NRC - Incremental Charge--Manual Svc Order - Disconnect	$11.40
CCS7 Signaling Termination, per STP port per month	$161.99
CCS7 Signaling Usage, per ISUP message (applicable when measurement and billing capability exists.)	$0.0000430
CCS7 Signaling Usage, per TCAP message (applicable when measurement and billing capability exists.)	$0.0001052
CCS7 Signaling Usage Surrogate, per link per LATA per mo (7)	$406.71
CCS7 Signaling Point Code, Establishment or Change, per STP affected.	
NRC	$62.00
OPERATIONAL SUPPORT SYSTEMS	
OSS Interactive Ordering and Trouble Maint, Estab, per user per month	NA
NRC	NA
OSS OLEC Daily Usage File: Recording, per message	$0.00019
OSS OLEC Daily Usage File: Message Processing, per message	$0.00240
OSS Access Daily Usage File: Message Processing, per message	$0 004

OSS OLEC Daily Usage File Message Distribution, per magnetic tape provisioned	$47 30
OSS Access Daily Usage File: Message Distribution, per magnetic tape provisioned	$54 95
OSS OLEC Daily Usage File: Data Transmission (CONNECT DIRECT), per message	$0 00003
OSS Access Daily Usage File: Data Transmission (CONNECT DIRECT), per message	$0 001
OSS Order Charge, per 1,000 LSRs received from the CLEC by one of the OSS interactive interfaces, per month (per CLEC basis) First 1,000 LSRs received	NA
OSS Order Charge, 1,000 LSRs received from the CLEC by one of the OSS interactive interfaces, per month (per CLEC basis) Each additional 1,000 LSRs received	NA
OSS Order charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$7.45
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element
OPERATOR CALL PROCESSING	
Operator Provided Call Handling per min - Using BST LIDB	$0.91
Call Completion Access Termination Charge per call attempt	NA
Operator Provided Call Handling per min - Using Foreign LIDB	$0.96
Call Completion Access Termination Charge per call attempt	NA
Operator Provided Call Handling, per call	NA
Fully Automated Call Handling per call - Using BST LIDB	$0.10
Fully Automated Call Handling per call - Using Foreign LIDB	$0.12
Recording Charge per announcement	
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Charge – 1st	NA
NRC – Disconnect Charge – Add'l	NA
Recording Charge per Branded Announcement - Disconnect - Initial	NA
Recording Charge per Branded Announcement - Disconnect - Subsequent	NA
Loading Charge per branded announcement	
NRC – 1st	NA
NRC – Add'l	NA
INWARD OPERATOR SERVICES	
Verification, per minute	$0.86
Verification and Emergency Interrupt, per minute	$0.86
Verification, per call	NA
Verification and Emergency Interrupt, per call	NA
DIRECTORY ASSISTANCE SERVICES	
Directory Assist Call Completion Access Svc (DACC), per call attempt	$0.04
Call Completion Access Term charge per completed call	NA
Number Services Intercept per query	$0.02
Number Services Intercept per Intercept Query Update	NA
Directory Assistance Access Service Calls, per call	$0.20
Recording charge per announcement	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Charge – 1st	NA
NRC – Disconnect Charge – Add'l	NA
NRC - Incremental Charge – Manual Service Order – 1st	NA
NRC - Incremental Charge – Manual Service Order – Add'l	NA
Recording Charge per Branded Announcement - Disconnect - Initial	NA

Recording Charge per Branded Announcement - Disconnect - Subsequent	NA
Loading charge per audio unit	NA
NRC - Incremental Charge--Manual Service Order	NA
Loading Charge per branded announcement	NA
NRC – 1st	NA
NRC – Add'l	NA
Directory Transport	
Directory Transport - Local Channel DS1, per month	$43 83
NRC - 1st	$339.69
NRC - Add'l	$298.29
NRC - Disconnect Chg - 1st	$33 02
NRC - Disconnect Chg - Add'l	$23.32
NRC - Incremental Charge-Manual Svc Order - NRC	$42.34
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	$19.48
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	$0 78
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	$93.40
NRC - 1st	$140.49
NRC - Add'l	$106.69
NRC - Disconnect Chg - 1st	$20.00
NRC - Disconnect Chg - Add'l	$16 34
NRC - Incremental Charge-Manual Svc Order - NRC-1st	$18.14
NRC - Incremental Charge-Manual Svc Order - NRC-Add'l	$18.14
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-1st	$8.06
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect- Add'l	$8.06
Switched Common Transport per DA Access Service per call	$0.0003274
Switched Common Transport per DA Access Service per call per mile	$0 0000175
Access Tandem Switching per DA Access Service per call	$0 0025257
DA Interconnection, per DA Access Service Call	NA
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1st	$195.54
NRC - Add'l	$4 23
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Disconnect Chg - 1st	$130.05
NRC - Disconnect Chg - Add'l	$4.23
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service charge per listing	$0.0443
Directory Assistance Database Service, per month	$90.54
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	$4,982.00
Direct Access to Directory Assistance Service, per query	$0.0460
Direct Access to Directory Assistance Service, svc estab chg-NRC	$786.82
NRC-Incremental Charge-Manual Service Order-1st	NA
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect	$57.23
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF	
RCF, per number ported (Business Line), 10 paths	NA
RCF, per number ported (Residence Line), 6 paths	NA
RCF, per number ported (Business Line), each path	NA
RCF, per number ported (Residence Line), each path	NA
RCF, per number ported (Res or Bus Line)	$2.29
NRC	$0.49
NRC - Disconnect Chg	$0.05

RCF, add'l capacity for simultaneous call forwarding, per additional path	$0.38
RCF, per service order, per location - NRC - 1st	$2 02
RCF, per service order, per location - NRC - Add'l	$2 02
NRC – Incremental Charge – Manual Svc Order – 1st	$18 14
NRC – Incremental Charge – Manual Svc Order – Add'l	$18 14
RCF, per service order, per location - NRC - Disconnect - 1st	$2 01
RCF, per service order, per location - NRC - Disconnect - Add'l	$2 01
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	$11.41
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	$11 41
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID	
DID per number ported, Residence - NRC	$0 89
DID per number ported, Residence - NRC - Disconnect	$0 90
DID per number ported, Business - NRC	$0.89
DID per number ported, Business - NRC - Disconnect	$0.90
DID per service order, per location - NRC - 1st	$2.02
DID per service order, per location - NRC - Add'l	$2.02
NRC - Incremental Charge—Manual Service Order – 1ST	$18.14
NRC - Incremental Charge - Manual Servcie Order – Add'l	$18.14
DID per service order, per location - NRC – Disconnect - 1st	$2.01
DID per service order, per location - NRC – Disconnect - Add'l	$2.01
NRC - Incremental Charge - Manual Service Order – Disconnect -1st	$11.41
NRC - Incremental Charge - Manual Service Order – Disconnect - Add'l	$11.41
DID, per trunk termination, Initial	$12.46
DID, per trunk termination, Initial – NRC	$129.69
DID, per trunk termination, Initial – Disconnect	$37.85
DID, per trunk termination, Subsequent	$12.46
DID, per trunk termination, Subsequent – NRC	$37.85
DID, per trunk termination, Subsequent – Disconnect	$18.75
ACCESS TO POLES, DUCTS, CONDUITS & RIGHTS OF WAY	
Access to Poles, per pole, per foot, per year	NA
Access to Conduits, per foot, per year	NA
Access to Innerduct, per foot, per year	NA
AIN	
AIN, per message	NA
AIN - BellSouth AIN SMS Access Service	
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC	$153.31
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect	$78.06
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	$50.07
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC-Disconnect	$18.61
AIN SMS Access Svc - Port Connection – ISDN Access - NRC	$50.07
AIN SMS Access Svc - Port Connection – ISDN Access - NRC - Disconnect	$18.61
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	$104.95
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect	$48.95
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC	$125.33
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC – Disconnect	$24.40
AIN SMS Access Service - Storage, per unit (100 Kb)	$0.0029
AIN SMS Access Service - Session, per minute	$0.10
AIN SMS Access Service - Co. Performed Session, per minute	$1.97
AIN - BellSouth AIN Toolkit Service	
AIN, Service Creation Tools	NA

Service Establishment Charge, per state, initial setup - NRC	$153 25
Service Establishment Charge, per state, initial setup - NRC - Disconnect	$78.05
Training Session, per customer – NRC	$8.315 00
Training Session, per customer – NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	$41 08
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect	$18.60
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC	$41.08
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect	$18 60
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	$41 08
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect	$18.60
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	$92.99
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	$26 73
Trigger Access Charge, per trigger, per DN, CDP - NRC	$92.99
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	$26 73
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	$92.99
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	$26.73
Query Charge, per query	$0.03
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	$0 0065
SCP Storage Charge, per SMS Access Acct, per 100 Kb	$1.79
Monthly report - per AIN Toolkit Service Subscription	$15.89
Monthly report - per AIN Toolkit Service Subscription - NRC	$34.61
Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	$21.97
Special Study - Per AIN Toolkit Service Subscription	$0 08
Special Study - Per AIN Toolkit Service Subscription - NRC	$37.77
Special Study - Per AIN Toolkit Service Subscription – NRC - Disconnect	NA
Call Event Report - per AIN Toolkit Service Subscription	$15.81
Call Event Report - per AIN Toolkit Service Subscription - NRC	$34.61
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	$21 97
Call Event Special Study - per AIN Toolkit Service Subscription	$0 0026
Call Event Special Study - per AIN Toolkit Service Subscription - NRC	$37.77
Call Event Special Study - per AIN Toolkit Service Subscription – NRC – Disconnect	$37.77
CALLING NAME (CNAM) QUERY SERVICE	
CNAM (Database Owner), Per Query	$0.016
CNAM (Non-Database Owner), Per Query	$0.01
CNAM (Non-Database Owner), NRC, applicable when Metromedia uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database	$595.00
DARK FIBER	
Per each four-fiber dry fiber arrangement, NRC 1st	NA
Per each four-fiber dry fiber arrangement, NRC Add'l	NA
Per each fiber strand per route mile or fraction thereof, per month	NA
Per four fiber strands, per route mile or fraction thereof, per month	NA
NRC – Disconnect – 1st	NA
NRC – Disconnect – Add'l	NA
Per four fiber strands, per route foot or fraction thereof, per month	NA
SELECTIVE ROUTING	
Per Line or PBX Trunk, each	NA
Per Line or PBX Trunk, NRC	NA
Customized routing per unique line class code, per request, per switch	NA
NRC	NA
NRC-Incremental Charge-Manual Svc Order	NA

Notes: If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party. (1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies. (2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports. (3) Access to B Channel or D Channel Packet capabilities will be avail- able only through Bona Fide Request/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. (6) 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. (7) This charge is only applicable where signaling usage measurement or billing capability doe not exist.	

Attachment 11
Exhibit 6

Mississippi

MISSISSIPPI
PRICING

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

1. **General Principles**

All services currently provided hereunder (including resold Local Services, Local Interconnection, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and Mississippi Public Service Commission.

2. **Local Service Resale**

The rates that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Mississippi.

Residential Service:	15.75%
Business Service:	15.75%

3. **Unbundled Network Elements**

The prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1. Unbundled local switching does not include vertical features.

4. **Compensation For Local Interconnection (Call Transport and Termination)**

The prices that CLEC and Bellsouth shall pay each other for the termination of local calls are set forth in Table 1.

5. **Ancillary Functions**

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Table 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section

224(d). CLEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Local Number Portability**

The prices for number portability are set forth in Table 1.

7. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 1.

8. **Electronic Interfaces**

All costs incurred by BellSouth to implement operational interfaces shall be recovered from the carriers who utilize the services. If there is a disagreement between the Parties regarding cost recovery issues, an affected party may petition the Mississippi Public Service Commission to initiate a separate hearing to address the matter.

9. **Operational Support Systems (OSS) Rates**

Certain rates for Operational Support Systems are set forth in Table 1. In addition to OSS charges, applicable service order and related charges apply per the tariff.

TABLE 1

BELLSOUTH/CLEC RATES - MISSISSIPPI
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NIDs	
NID (all types), per month	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC-1st	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC-Addl	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	$1 22
NRC - 1st	$2 84
NRC - Add'l	$2.84
NRC - Disconnect Chg - 1st	$2.84
NRC - Disconnect Chg - Add'l	$2.84
NRC - Incremental Charge – Manual Svc Ord – 1st	$25 52
NRC - Incremental Charge – Manual Svc Ord – Add'l	$11.34
NRC - Incremental Charge – Manual Svc Ord - Disconnect	$16 06
NID per 4-Wire Analog VG Loop, Per Month	$1 34
NRC - 1st	$2.84
NRC - Add'l	$2.84
NRC - Disconnect Chg - 1st	$2 84
NRC - Disconnect Chg - Add'l	$2 84
NRC - Incremental Charge – Manual Svc Ord – 1st	$25.52
NRC - Incremental Charge – Manual Svc Ord – Add'l	$11 34
NRC - Incremental Charge – Manual Svc Ord - Disconnect	$16.06
NID per 2-Wire ISDN Digital VG Loop, Per Month	$1 22
NRC - 1st	$2 84
NRC - Add'l	$2.84
NRC - Disconnect Chg - 1st	$2.84
NRC - Disconnect Chg - Add'l	$2.84
NRC - Incremental Charge – Manual Svc Ord – 1st	$25.52
NRC - Incremental Charge – Manual Svc Ord – Add'l	$11.34
NRC - Incremental Charge – Manual Svc Ord - Disconnect	$16.06
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	$1.22
NRC - 1st	$2.84
NRC - Add'l	$2.84
NRC - Disconnect Chg - 1st	$2.84
NRC - Disconnect Chg - Add'l	$2.84
NRC - Incremental Charge – Manual Svc Ord – 1st	$25.52
NRC - Incremental Charge – Manual Svc Ord – Add'l	$11.34
NRC - Incremental Charge – Manual Svc Ord - Disconnect	$16 06
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.22
NRC - 1st	$2.84
NRC - Add'l	$2.84
NRC - Disconnect Chg - 1st	$2.84
NRC - Disconnect Chg - Add'l	$2.84
NRC - Incremental Charge – Manual Svc Ord – 1st	$25.52
NRC - Incremental Charge – Manual Svc Ord – Add'l	$11.34

NRC - Incremental Charge – Manual Svc Ord - Disconnect	$16 06
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1 34
NRC - 1st	$2 84
NRC - Add'l	$2 84
NRC - Disconnect Chg - 1st	$2 84
NRC - Disconnect Chg - Add'l	$2.84
NRC - Incremental Charge – Manual Svc Ord – 1st	$25 52
NRC - Incremental Charge – Manual Svc Ord – Add'l	$11.34
NRC - Incremental Charge – Manual Svc Ord - Disconnect	$16 06
NID per 4-Wire 56 Kbps Dig Grade Loop	$1 34
NRC - 1st	$2.84
NRC - Add'l	$2.84
NRC – Disconnect Chg - 1st	$2.84
NRC – Disconnect Chg - Add'l	$2.84
NRC – Incremental Charge – Manual Svc Ord – 1st	$25.52
NRC – Incremental Charge – Manual Svc Ord – Add'l	$11.34
NRC - Incremental Charge – Manual Svc Ord - Disconnect	$16 06
NID per 4-Wire 64 Kbps Dig Grade Loop	$1.34
NRC - 1st	$2 84
NRC - Add'l	$2.84
NRC - Disconnect Chg - 1st	$2.84
NRC - Disconnect Chg - Add'l	$2.84
NRC - Incremental Charge – Manual Svc Ord – 1st	$25.52
NRC - Incremental Charge – Manual Svc Ord – Add'l	$11.34
NRC - Incremental Charge – Manual Svc Ord - Disconnect	$16.06
Nonrecurring Charge - customer transfer, feature additions, changes (1)	$5.00
LOOP, EXCLUDING NID	
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
LOOP, INCLUDING NID	
2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA

2-Wire Analog VG Loop-SL1, per month	$21 26
NRC - 1st	$59 25
NRC - Add'l	$43 67
NRC - Incremental Charge--Manual Service Order—1st	$25 52
NRC - Incremental Charge--Manual Service Order—Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	$16 06
NRC - Disconnect Chg - 1st	$16 35
NRC - Disconnect Chg - Add'l	$4 60
NRC - Order Coordination for Specified Conversion Time	$45 27
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1st	$50 29
NRC - Add'l	$50 29
NRC - Disconnect Chg - 1st	$12.64
NRC - Disconnect Chg - Add'l	$12 64
2-Wire Analog VG Loop-SL2, per month	$25 05
NRC - 1st	$144 01
NRC - Add'l	$107 70
NRC - Incremental Charge--Manual Service Order—1st	$25 52
NRC - Incremental Charge--Manual Service Order—Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	$16.06
NRC - Disconnect Chg - 1st	$40.98
NRC - Disconnect Chg - Add'l	$26.95
NRC - Order Coordination for Specified Conversion Time	$45.27
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$30 55
NRC - 1st	$289.06
NRC - Add'l	$238.19
NRC - Incremental Charge--Manual Service Order—1st	$25.52
NRC - Incremental Charge--Manual Service Order—Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	$16.06
NRC - Disconnect Chg - 1st	$108.14
NRC - Disconnect Chg - Add'l	$57 28
NRC - Order Coordination for Specified Conversion Time	$45.27
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$29.83
NRC - 1st	$326.38
NRC - Add'l	$252.00
NRC - Incremental Charge--Manual Service Order—1st	$25.52
NRC - Incremental Charge--Manual Service Order—Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	$16.06
NRC - Disconnect Chg - 1st	$108.14
NRC - Disconnect Chg - Add'l	$57.27
NRC - Order Coordination for Specified Conversion Time	$45.27
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA

NRC - Add'l	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	$14 83
NRC - 1st	$504 82
NRC - Add'l	$456 24
NRC - Incremental Charge--Manual Service Order—1st	$25 52
NRC - Incremental Charge--Manual Service Order—Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	$16.06
NRC - Disconnect Chg - 1st	$105 86
NRC - Disconnect Chg - Add'l	$57.25
NRC - Order Coordination for Specified Conversion Time	$45.27
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$11.60
NRC - 1st	$504 82
NRC - Add'l	$456.24
NRC - Incremental Charge--Manual Service Order—1st	$25.52
NRC - Incremental Charge--Manual Service Order—Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	$16 06
NRC - Disconnect Chg - 1st	$105.86
NRC - Disconnect Chg - Add'l	$57 25
NRC - Order Coordination for Specified Conversion Time	$45 27
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$14.14
NRC - 1st	$531 21
NRC - Add'l	$482.63
NRC - Incremental Charge--Manual Service Order—1st	$25.52
NRC - Incremental Charge--Manual Service Order—Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	$16.06
NRC - Disconnect Chg - 1st	$105.86
NRC - Disconnect Chg - Add'l	$57.25
NRC - Order Coordination for Specified Conversion Time	$45.27
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	$69.59
NRC - 1st	$599.09
NRC - Add'l	$373.90
NRC - Disconnect Chg - 1st	$133.53
NRC - Disconnect Chg - Add'l	$56.25
NRC - Incremental Charge--Manual Svc Order-1st	$25.52
NRC - Incremental Charge--Manual Svc Order-Add'l	$11.34
NRC - Incremental Charge--Manual Svc Order-Disconnect	$16.06
NRC - Order Coordination for Specified Conversion Time	$48.17
4-Wire 56 Kbps Dig Grade Loop, per month	$34.95
NRC - 1st	$489.00
NRC - Add'l	$337.93
NRC - Incremental Charge--Manual Service Order—1st	$25.52
NRC - Incremental Charge--Manual Service Order—Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	$16.06

NRC - Disconnect Chg - 1st	$128.36
NRC - Disconnect Chg - Add'l	$64 35
NRC - Order Coordination for Specified Conversion Time	$45 27
4-Wire 64 Kbps Dig Grade Loop, per month	$34.95
NRC - 1st	$489 00
NRC - Add'l	$337 93
NRC - Incremental Charge--Manual Service Order—1st	$25.52
NRC - Incremental Charge--Manual Service Order—Add'l	$11 34
NRC - Incremental Charge—Manual Svc Order—Disconnect	$16.06
NRC - Disconnect Chg - 1st	$128.36
NRC - Disconnect Chg - Add'l	$64 35
NRC - Order Coordination for Specified Conversion Time	$45 27
Unbundled Loops via IDLC	NA
SUB-LOOPS	
Sub-Loop 2-Wire Analog	NA
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	NA
Site Visit Survey, per MDU/MTU Complex, NRC	NA
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1st terminal	NA
NRC – add'l terminal	NA
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	NA
Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	NA
Pair Provisioning, per pair, NRC	NA
Service Visit for Provisioning, per request, per premises, NRC	NA
Manual Service Order, NRC	NA
Loop Concentration - Channelization Sys (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization System-Dig Loop Carrier per Mo. (DS1 to VG), per month	$388.37
NRC - 1st	$421.76
NRC - Add'l	$104 58
NRC - Disconnect Chg - 1st	$7.29
NRC - Disconnect Chg - Add'l	$7.29
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$11 34
NRC - Incremental Charge—Manual Svc Order - Disconnect	$16 06
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.02
NRC - 1st	$26.23
NRC - Add'l	$26.06
NRC - Incremental Charge—Manual Service Order—1st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	$10.86
NRC - Disconnect Chg - Add'l	$10.78
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	
2-Wire Analog Line Port (Res., Bus.), per month	$2.11
NRC - 1st (all types)	$22.98
NRC - Add'l (all types)	$22.98
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	$6.56
NRC - Disconnect Chg - Add'l	$6.56
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order – Disconnect - 1st	$16.06
NRC - Incremental Charge—Manual Svc Order – Disconnect – Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	$8.86
NRC - 1st (all types)	$44 40

NRC - Add'l (all types)	$44 40
NRC - Disconnect Chg – 1st	$19 68
NRC - Disconnect Chg – Add'l	$19.68
NRC - Incremental Charge--Manual Svc Order - 1st	$25 52
NRC - Incremental Charge--Manual Svc Order - Add'l	$11 34
NRC – Incremental Charge—Manual Svc Order – Disconnect – 1st	$16.06
NRC - Incremental Charge—Manual Svc Order – Disconnect – Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	$5 42
NRC - 1st (all types)	$26 04
NRC - Add'l (all types)	$26 04
NRC - Disconnect Chg – 1st	$8 20
NRC - Disconnect Chg – Add'l	$8 20
NRC - Incremental Charge--Manual Svc Order - 1st	$25 52
NRC - Incremental Charge--Manual Svc Order - Add'l	$11 34
NRC - Incremental Charge--Manual Svc Order - Disconnect	$16.06
4-Wire Analog VG Port, per month	$9 60
NRC - 1st	$22 98
NRC - Add'l	$22.98
NRC - Disconnect Chg - 1st	$6.56
NRC - Disconnect Chg - Add'l	$6.56
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$11 34
NRC - Incremental Charge—Manual Svc Order - Disconnect	$16.06
2-Wire DID Port, per month	$14.63
NRC - 1st	$83.09
NRC - Add'l	$83.09
NRC - Disconnect Chg - 1st	$13 48
NRC - Disconnect Chg - Add'l	$13.48
NRC – Incremental Charge—Manual Svc Order - 1st	$25 52
NRC – Incremental Charge—Manual Svc Order - Add'l	$11.34
NRC – Incremental Charge—Manual Svc Order - Disconnect	$16.07
4-Wire DS1 Port w/DID capability, per month	$146.46
NRC - 1st	$117.81
NRC - Add'l	$71.18
NRC – Disconnect Chg - 1st	$12.94
NRC – Disconnect Chg - Add'l	$12.94
NRC – Incremental Charge—Manual Svc Order - 1st	$25.52
NRC – Incremental Charge—Manual Svc Order - Add'l	$11 34
NRC – Incremental Charge—Manual Svc Order - Disconnect	$16.06
2-Wire ISDN Port(2) (3), per month	$51.91
NRC - 1st	$63.59
NRC - Add'l	$63.59
NRC - Disconnect Chg - 1st	$7.04
NRC - Disconnect Chg - Add'l	$7.04
NRC - Incremental Charge—Manual Svc Order - 1st	$53.87
NRC - Incremental Charge--Manual Svc Order - Add'l	$53.87
NRC - Incremental Charge—Manual Svc Order-Disconnect 1st	$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect Addl	$11.34
NRC - User Profile per B Channel (4)	NA
2-Wire ISDN Port(2) (3) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA

NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire ISDN Port(2) (3) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
4-Wire ISDN DS1 Port, per month	$213 21
NRC - 1st	$244 12
NRC - Add'l	$244 12
NRC - Disconnect Chg - 1st	$53 32
NRC - Disconnect Chg - Add'l	$53.32
NRC - Incremental Charge—Manual Svc Order - 1st	$51 03
NRC - Incremental Charge—Manual Svc Order - Add'l	$51 03
NRC - Incremental Charge—Manual Svc Order-Disconnect 1st	$8.51
NRC - Incremental Charge—Manual Svc Order-Disconnect Addl	$8.51
4-Wire ISDN DS1 Port including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX), per month	$2.11
NRC - 1st	$22.98
NRC - Add'l	$22.98
NRC - Disconnect Chg - 1st	$6 56
NRC - Disconnect Chg - Add'l	$6.56
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect – 1st	$16.06
NRC - Incremental Charge—Manual Svc Order-Disconnect – Add'l	NA
2-Wire Analog Line Port (PBX) including all available features, per month	NA
NRC - 1st	NA
NRC – Add'l	NA
NRC – Incremental Charge--Manual Svc Order - 1st	NA
NRC – Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Hunting, per line per month	See features
NRC - 1st	See features
NRC - Add'l	See features
Coin Port, per month	$2.32
NRC - 1st	$22.98
NRC - Add'l	$22.98
NRC - Disconnect Chg - 1st	$6.56
NRC - Disconnect Chg - Add'l	$6.56
NRC - Incremental Charge—Manual Svc Order - 1st	$25 52
NRC - Incremental Charge—Manual Svc Order - Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect - 1st	$16.06
NRC - Incremental Charge—Manual Svc Order-Disconnect – Add'l	NA

Vertical Features	
Local Switching Features offered with Port, Per month	NA
Three-Way Calling, per month	$1 32
NRC	$1 02
NRC – Disconnect	$0 5466
Customer Changeable Speed Calling, per month	$0 0755
NRC	$1 02
NRC – Disconnect	$0 5466
Call Waiting	$0 0330
NRC	$1 02
NRC – Disconnect	$0 5466
Remote Activation of Call Fordwarding, per month	$0 4859
NRC	$1.02
NRC – Disconnect	$0.5466
Cancel Call Waiting, per month	$0 0082
NRC	$1.02
NRC – Disconnect	$0.5466
Automatic Callback, per month	$0 9977
NRC	$1.02
NRC – Disconnect	$0 5466
Automatic Recall, per month	$0.3164
NRC	$1 02
NRC – Disconnect	$0 5466
Calling Number Delivery, per month	$0.1817
NRC	$1 02
NRC – Disconnect	$0 5466
Calling Number Delivery Blocking, per month	$0 9913
NRC	$1.02
NRC – Disconnect	$0.5466
Customer Originated Trace, per month	$0.1918
NRC	$1.02
NRC – Disconnect	$0.5466
Selective Call Rejection, per month	$0.1721
NRC	$1.02
NRC – Disconnect	$0.5466
Selective Call Forwarding, per month	$0.1050
NRC	$1 02
NRC – Disconnect	$0.5466
Selective Call Acceptance, per month	$0.4010
NRC	$1.02
NRC – Disconnect	$0.5466
Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month	$0.1271
NRC	$1.02
NRC – Disconnect	$0.5466
Call Forwarding Variable, per month	$0.0474
NRC	$1.02
NRC – Disconnect	$0.5466
Call Forwarding Busy Line, per month	$0.0279
NRC	$1.02
NRC – Disconnect	$0.5466
Call Forwarding Don't Answer All Calls, per month	$0.0308

NRC	$1 02
NRC – Disconnect	$0 5466
Remote Call Forwarding, per month	$1 47
NRC	$1 02
NRC – Disconnect	$0 5466
Call Transfer, per month	$0.1404
NRC	$1 02
NRC – Disconnect	$0 5466
Call Hold, per month	$0 0190
NRC	$1 02
NRC – Disconnect	$0.5466
Toll Restricted Service, per month	$0.0387
NRC	$1.02
NRC – Disconnect	$0.5466
Message Waiting Indicator – Stutter Dial Tone, per month	$0.0356
NRC	$1 02
NRC – Disconnect	$0.5466
Anonymous Call Rejection, per month	$0 9519
NRC	$1 02
NRC – Disconnect	$0.5466
Shared Call Appearances of a DN, per month	$0.5015
NRC	$1 02
NRC – Disconnect	$0.5466
Multiple Call Appearances, per month	$0 0932
NRC	$1.02
NRC – Disconnect	$0 5466
ISDN Bridged Call Exclusion, per month	$0 0013
NRC	$1.02
NRC – Disconnect	$0.5466
Call by Call Access, per month	$50.89
NRC	$28.61
NRC – Disconnect	$5.16
Privacy Release, per month	$0.0030
NRC	$1.02
NRC – Disconnect	$0.5466
Multi Appearance Directory Number Calls, per month	$0.1115
NRC	$1.02
NRC – Disconnect	$0.5466
Make Set Busy, per month	$0.0013
NRC	$1.02
NRC – Disconnect	$0.5466
Teen Service (Res. Dist. Alerting Service), per month	$0.1071
NRC	$1.02
NRC – Disconnect	$0.5466
Code Restriction and Diversion, per month	$0.0464
NRC	$1.02
NRC – Disconnect	$0.5466
Call Park, per month	$0.0443
NRC	$1.02
NRC – Disconnect	$0.5466
Automatic Line, per month	$0.1111
NRC	$1.02

NRC – Disconnect	$0 5466
ISDN Message Waiting Indication-Lamp, per month	$0.0105
NRC	$1 02
NRC – Disconnect	$0 5466
ISDN Feature Function Buttons	NA
NRC	$1 02
NRC – Disconnect	$0 5466
Subsequent Ordering Charge – (per order, per line)	NA
NRC - Electronic - 1st	$2 84
NRC – Electronic – Add'l	$0 95
NRC – Manual – 1st	$4.73
NRC – Manual – Add'l	$0 95
NRC – Disconnect	$2.84
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$0.0023771
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	$0 0001927
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$0.0007834
Tandem Interoffice Trunk Port—Shared per mou	$0.0002834
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
UNBUNDLED INTEROFFICE TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.0000091
Common (Shared) Transport Facilities Termination per mou	$0.0004281
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	$0.0323
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	$21.33
NRC - 1st	$106.72
NRC - Add'l	$48.83
NRC - Disconnect Chg - 1st	$38.05
NRC - Disconnect Chg - Add'l	$7.23
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$25.52
NRC - Incremental Charge—Manual Svc Order-Disconnect--1st	$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect--Addl	$11.34
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$0.0323
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$20.64
NRC - 1st	$106.72
NRC - Add'l	$48.83
NRC - Disconnect Chg - 1st	$38.05
NRC - Disconnect Chg - Add'l	$7.23
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$25.52
NRC - Incremental Charge—Manual Svc Order-Disconnect--1st	$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect--Addl	$11.34
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$0.6598
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$74.40

NRC - 1st	$196 28
NRC - Add'l	$147 31
NRC - Disconnect Chg - 1st	$26.56
NRC - Disconnect Chg - Add'l	$21 61
NRC - Incremental Charge—Manual Svc Order - 1st	$25 52
NRC - Incremental Charge—Manual Svc Order - Add'l	$25.52
NRC - Incremental Charge—Manual Svc Order-Disconnect--1st	$11 34
NRC - Incremental Charge—Manual Svc Order-Disconnect--Addl	$11 34
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	$15.02
Interoffice Transport - Dedicated - DS3 - facilities termination per month	$744 38
NRC - 1st	$686.74
NRC - Add'l	$477.76
NRC - Disconnect Chg - 1st	$125.56
NRC - Disconnect Chg - Add'l	$118.79
NRC - Incremental Charge—Manual Svc Order - 1st	$64.97
NRC - Incremental Charge—Manual Svc Order - Add'l	$64.97
NRC - Incremental Charge—Manual Svc Order-Disconnect--1st	$27 08
NRC - Incremental Charge—Manual Svc Order-Disconnect--Addl	$27 08
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	$17 83
NRC - 1st	$487.62
NRC - Add'l	$84 35
NRC - Disconnect Chg - 1st	$77.69
NRC - Disconnect Chg - Add'l	$8.95
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$11 34
NRC - Incremental Charge—Manual Svc Order-Disconnect	$16.05
Local Channel - Dedicated - 4-Wire VG	$19.03
NRC - 1st	$495.25
NRC - Add'l	$86.56
NRC - Disconnect Chg - 1st	$78.58
NRC - Disconnect Chg - Add'l	$9.84
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect	$16.05
Local Channel - Dedicated - DS1	$38.91
NRC - 1st	$494.83
NRC - Add'l	$435.28

NRC - Disconnect Chg - 1st	$46 85
NRC - Disconnect Chg - Add'l	$33 02
NRC - Incremental Charge—Manual Svc Order	$59 58
NRC - Incremental Charge—Manual Svc Order-Disconnect	$27 41
Local Channel - Dedicated – DS3	$533.33
NRC - 1st	$526.67
NRC - Add'l	$493.71
NRC - Disconnect Chg - 1st	$42 41
NRC - Disconnect Chg - Add'l	$40 87
NRC - Incremental Charge—Manual Svc Order- 1st	$31 49
NRC - Incremental Charge—Manual Svc Order – Add'l	$31 49
NRC - Incremental Charge—Manual Svc Order-Disconnect – 1st	$25.35
NRC - Incremental Charge—Manual Svc Order-Disconnect – Add'l	$25 35
VIRTUAL COLLOCATION	
Virtual Collocation - NRC – Application Chg	FCC # 1
Virtual Collocation – Cable Installation Chg, per cable	FCC # 1
Virtual Collocation – Floor Space, per square feet	FCC # 1
Virtual Collocation – Floor Space Power, per ampere	FCC # 1
Virtual Collocation – Cable Support Structure, per entrance cable	FCC # 1
Virtual Collocation – 2-Wire Cross Connects	$0.1121
NRC – 1st	$30.93
NRC – Add'l	$29.59
NRC – Disconnect Chg – 1st	$12.76
NRC – Disconnect Chg – Add'l	$11.43
NRC – Incremental Charge – Manual Svc Order – 1st	$2.65
NRC – Incremental Charge – Manual Svc Order – Add'l	$2.65
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	$1.51
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	$1.51
Virtual Collocation – 4-Wire Cross Connects	$0 2242
NRC – 1st	$31.17
NRC – Add'l	$29.77
NRC – Disconnect Chg – 1st	$12 83
NRC – Disconnect Chg – Add'l	$11.43
NRC – Incremental Charge – Manual Svc Order – 1st	$2.65
NRC – Incremental Charge – Manual Svc Order – Add'l	$2.65
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	$1.51
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	$1.51
Virtual Collocation – DS1 Cross Connects	FCC # 1
NRC – 1st	FCC # 1
NRC – Add'l	FCC # 1
Virtual Collocation – DS3 Cross Connects	FCC # 1
NRC – 1st	FCC # 1
NRC – Add'l	FCC # 1
Virtual Collocation – Security Escort – basic, per ½ hour	
NRC – 1st	FCC # 1
NRC – Add'l	FCC # 1
Virtual Collocation – Security Escort – overtime, per ½ hour	
NRC – 1st	FCC # 1
NRC – Add'l	FCC # 1
Virtual Collocation – Security Escort – premium, per ½ hour	
NRC – 1st	FCC # 1
NRC – Add'l	FCC # 1

LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	
End Office Switching, per mou	$0 0023771
Tandem Switching, per mou	$0 0007834
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Metromedia shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
800 ACCESS TEN DIGIT SCREENING SERVICE	
800 Access Ten Digit Screening (all types), per call (6)	$0.0005321
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per message	NA
Reservation Charge per 800 number reserved--NRC - 1st	$8.46
Reservation Charge per 800 number reserved--NRC - Add'l	$0.96
NRC - Incremental Charge--Manual Service Order—1st	$25.52
NRC - Incremental Charge--Manual Service Charge—Add'l	NA
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	$17.04
NRC - Add'l	$1.93
NRC - Incremental Charge--Manual Service Order—1st	$25.52
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Service Order –Disconnect	$16.05
NRC - Disconnect Chg - 1st	$11.32
NRC - Disconnect Chg - Add'l	$0.96
Per 800 # Established with POTS Translations	
NRC - 1st	$17.04
NRC - Add'l	$1.93
NRC - Incremental Charge--Manual Service Charge—1st	$25.52
NRC - Incremental Charge--Manual Service Charge—Add'l	NA
NRC - Incremental Charge—Manual Service Order –Disconnect	$16.05
NRC - Disconnect Chg - 1st	$11.32

NRC - Disconnect Chg - Add'l	$0 96
Customized Area of Service per 800 Number	
NRC - 1st	$5 63
NRC - Add'l	$2.81
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	$6 59
NRC - Add'l	$3 77
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Change Charge per request	
NRC - 1st	$9.42
NRC - Add'l	$0.96
NRC - Incremental Charge--Manual Service Order—1st	$25 52
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Call Handling and Destination Features - NRC-1st	$5.63
Call Handling and Destination Features - NRC-Add'l	$5.63
LINE INFORMATION DATABASE ACCESS (LIDB)	
LIDB Common Transport per query	$0.0000446
LIDB Validation per query	$0.0142132
LIDB Originating Point Code Establishment or Change - NRC	$63.63
NRC - Incremental Charge--Manual Svc Order – 1st	$25 52
NRC - Incremental Charge--Manual Svc Order – Add'l	NA
CCS7 SIGNALING TRANSPORT SERVICE	
CCS7 Signaling Connection, per link (A link) per month	$21 58
NRC	$169.72
NRC - Incremental Charge--Manual Svc Order	$25.52
NRC - Disconnect	$134 08
NRC – Incremental Charge—Manual Svc Order – Disconnect	$16.05
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	$21.58
NRC	$169.72
NRC - Incremental Charge--Manual Svc Order	$25.52
NRC - Disconnect	$134.08
NRC – Incremental Charge—Manual Svc Order – Disconnect	$16.05
CCS7 Signaling Termination, per STP port per month	$161.12
CCS7 Signaling Usage, per ISUP message (applicable when measurement and billing exists.)	$0.0000456
CCS7 Signaling Usage, per TCAP message (applicable when measurement and billing exists.)	$0.0001115
CCS7 Signaling Usage Surrogate, per link per LATA per mo(7)	$406.53
CCS7 Signaling Point Code, Establishment or Change, per STP affected	
NRC	$62.00
OPERATIONAL SUPPORT SYSTEMS	
OSS Interactive Ordering and Trouble Maint, Estab, per user per month	NA
NRC	NA
OSS OLEC Daily Usage File: Recording, per message	$0.0001179
OSS OLEC Daily Usage File: Message Processing, per message	$0.0032089
OSS Access Daily Usage File: Message Processing, per message	$0.004
OSS OLEC Daily Usage File: Message Processing, per magnetic tape provisioned	$54.62
OSS Access Daily Usage File: Message Processing, per magnetic tape provisioned	$54.95
OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$0.0000354

OSS Access Daily Usage File. Data Transmission (CONNECT DIRECT), per message	$0 001
OSS Order Charge, per 1,000 LSRs received from the CLEC by one of the OSS interactive interfaces, per month (per CLEC basis) First 1,000 LSRs received	NA
OSS Order Charge, 1,000 LSRs received from the CLEC by one of the OSS interactive interfaces, per month (per CLEC basis) Each additional 1,000 LSRs received	NA
OSS Order charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$7 45
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element
OPERATOR CALL PROCESSING	
Operator provided Call Handling per min - Using BST LIDB	$1
Call Completion Access Termination Charge per call attempt	NA
Operator provided Call Handling per min - Using Foreign LIDB	$1 24
Call Completion Access Termination Charge per call attempt	NA
Operator Provided Call Handling, per call	NA
Fully Automated Call Handling per call - Using BST LIDB	$0.1072884
Fully Automated Call Handling per call - Using Foreign LIDB	$0.1253666
Recording Charge per announcement	
NRC – 1st	$1652.00
NRC – Add'l	$1649.00
NRC – Disconnect Charge – 1st	$9.45
NRC – Disconnect Charge – Add'l	$9.45
Recording Charge per Branded Announcement – Disconnect – Intial	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	NA
Loading Charge per branded announcement	
NRC – 1st	$254.83
NRC – Add'l	$254 83
INWARD OPERATOR SERVICES	
Verification, per minute	$1.14
Verification and Emergency Interrupt, per minute	$1.14
Verification, per call	NA
Verification and Emergency Interrupt, per call	NA
DIRECTORY ASSISTANCE SERVICES	
Directory Assist Call Completion Access Svc (DACC), per call attempt	$0.0425585
Call Completion Access Term charge per completed call	NA
Number Services Intercept per query	$0.0188268
Number Services Intercept per Intercept Query Update	NA
Directory Assistance Access Service Calls, per call	$0.2617159
Recording Charge per announcement	
NRC – 1st	$1652.00
NRC – Add'l	$1649.00
NRC – Disconnect Charge – 1st	$9.45
NRC – Disconnect Charge – Add'l	$9.45
NRC – Incremental Charge—Manual Service Order—1st	NA
NRC – Incremental Charge—Manual Service Order—Add'l	NA
Recording Charge per Branded Announcement – Disconnect – Intial	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	NA
Loading Charge per audio unit	NA
NRC – Incremental Charge – Manual Svc Order	NA

Loading Charge per branded announcement	
NRC – 1st	$254 83
NRC – Add'l	$254 83
Directory Transport	
Directory Transport - Local Channel DS1, per month	$38 91
NRC - 1st	$494 83
NRC - Add'l	$435 28
NRC - Disconnect Chg - 1st	$46 85
NRC - Disconnect Chg - Add'l	$33.02
NRC - Incremental Charge-Manual Svc Order - NRC	$59.58
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	$27 41
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	$ 6598
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	$74.40
NRC - 1st	$196 28
NRC - Add'l	$147 31
NRC - Disconnect Chg - 1st	$26.56
NRC - Disconnect Chg - Add'l	$21 61
NRC - Incremental Charge-Manual Svc Order - NRC-1st	$25.52
NRC - Incremental Charge-Manual Svc Order - NRC-Add'l	$25.52
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-1st	$11.34
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-Add'l	$11.34
Switched Common Transport per DA Access Service per call	$0.0002997
Switched Common Transport per DA Access Service per call per mile	$0.0000202
Access Tandem Switching per DA Access Service per call	$0.0023713
DA Interconnection, per DA Access Service Call	NA
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1st	$257 73
NRC - Add'l	$5.85
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Disconnect Chg - 1st	$171.49
NRC - Disconnect Chg - Add'l	$5.85
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service Charge per listing	$0.0447
Directory Assistance Database Service, per month	$126.17
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	$6926.00
Direct Access to Directory Assistance Service, per query	$0.0461336
Direct Access to Directory Assistance Service, svc estab chg-NRC	$1097.00
NRC - Incremental Charge – Manual Svc Order	NA
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect	$80.52
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF	
RCF, per number ported (Business Line), 10 paths	NA
RCF, per number ported (Residence Line), 6 paths	NA
RCF, per number ported (Business Line), each path	NA
RCF, per number ported (Residence Line), each path	NA
RCF, per number ported (Res or Bus Line)	$2.34
NRC	$0.6441
NRC - Disconnect Chg	$0.0644
RCF, add'l capacity for simultaneous call forwarding, per additional path	$0.3838
RCF, per service order, per location - NRC - 1st	$2.84
RCF, per service order, per location - NRC - Add'l	$2.84

NRC – Incremental Charge – Manual Svc Order – 1st	$25 52
NRC – Incremental Charge – Manual Svc Order – Add'l	$25 52
RCF, per service order, per location - NRC - Disconnect - 1st	$2 84
RCF, per service order, per location - NRC - Disconnect - Add'l	$2 84
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	$16 06
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	$16.06
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID	
DID per number ported, Residence - NRC	$1 17
DID per number ported, Residence - NRC - Disconnect	$1 17
DID per number ported, Business - NRC	$1 17
DID per number ported, Business - NRC - Disconnect	$1 17
DID per service order, per location - NRC - 1st	$2.84
DID per service order, per location - NRC - Add'l	$2.84
NRC - Incremental Charge – Manual Svc Order – 1st	$25.52
NRC - Incremental Charge – Manual Svc Order – Add'l	$25,52
DID per service order, per location - NRC - Disconnect - 1st	$2.84
DID per service order, per location - NRC - Disconnect - Add'l	$2.84
NRC - Incremental Charge – Manual Svc Order – Disconnect – 1st	$16.06
NRC - Incremental Charge – Manual Svc Order – Disconnect – Add'l	$16.06
DID, per trunk termination, Initial	$13.78
DID, per trunk termination, Initial - NRC	$171.68
DID, per trunk termination, Initial - Disconnect	$49.86
DID, per trunk termination, Subsequent	$13.78
DID, per trunk termination, Subsequent - NRC	$50.69
DID, per trunk termination, Subsequent - Disconnect	$24.71
ACCESS TO POLES, DUCTS, CONDUITS & RIGHTS OF WAY (8)	
Access to Poles, per pole, per foot, per year	NA
Access to Conduits, per foot, per year	NA
Access to Innerduct, per foot, per year	NA
AIN	
AIN, per message	NA
AIN - BellSouth AIN SMS Access Service	
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC	$174.03
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect	$135.96
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	$53.47
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC-Disconnect	$37 70
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	$53.47
AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect	$37.70
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	$129.83
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect	$79.91
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC	$131.54
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect	$45.77
AIN SMS Access Service - Storage, per unit (100 Kb)	$0.0029
AIN SMS Access Service - Session, per minute	$0.0975650
AIN SMS Access Service - Co. Performed Session, per minute	$2.09
AIN - BellSouth AIN Toolkit Service	NA
AIN, Service Creation Tools	
Service Establishment Charge, per state, initial setup - NRC	$169.31
Service Establishment Charge, per state, initial setup - NRC - Disconnect	$135.96
Training Session, per customer - NRC	$8,379.00
Training Session, per customer – NRC - Disconnect	NA

Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	$39 30
Trigger Access Charge, per trigger, per DN, Term Attempt - NRC - Disconnect	$37.70
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC	$39 30
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect	$37.70
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	$39.30
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect	$37 70
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	$106.90
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	$48.44
Trigger Access Charge, per trigger, per DN, CDP - NRC	$106 90
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	$48 44
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	$106.90
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	$48 44
Query Charge, per query	$0 0256138
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	$0 0065161
SCP Storage Charge, per SMS Access Acct, per 100 Kb	$1.79
Monthly report - per AIN Toolkit Service Subscription	$16 01
Monthly report - per AIN Toolkit Service Subscription - NRC	$44.02
Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	$31 28
Special Study - Per AIN Toolkit Service Subscription	$0.0810536
Special Study - Per AIN Toolkit Service Subscription - NRC	$47 21
Special Study - Per AIN Toolkit Service Subscription – NRC - Disconnect	NA
Call Event Report - per AIN Toolkit Service Subscription	$15 93
Call Event Report - per AIN Toolkit Service Subscription - NRC	$44 02
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	$31.28
Call Event Special Study - per AIN Toolkit Service Subscription	$0.0027018
Call Event Special Study - per AIN Toolkit Service Subscription - NRC	$47 21
Call Event Special Study - per AIN Toolkit Service Subscription – NRC -Disconnect	NA
CALLING NAME (CNAM) QUERY SERVICE	
CNAM (Database Owner), Per Query	$0 016
CNAM (Non-Database Owner), Per Query	$0.01
CNAM (Non-Database Owner), NRC, applicable when Metromedia uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database	$595.00
DARK FIBER	
Per each four-fiber dry fiber arrangement, NRC 1st	NA
Per each four-fiber dry fiber arrangement, NRC Add'l	NA
Per each fiber strand per route mile or fraction thereof, per month	NA
Per four fiber strands, per route mile or fraction thereof, per month	NA
NRC – Disconnect – 1st	NA
NRC – Disconnect – Add'l	NA
Per four fiber strands per foot or fraction thereof, per month	NA
SELECTIVE ROUTING	
Per Line or PBX Trunk, each	NA
Per Line or PBX Trunk, NRC	NA
Customized routing per unique line class code, per request, per switch	NA
NRC	$227.99
NRC – Incremental Charge – Manual Service Order	$253.51
Notes: If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party.	

(1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies. (2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports. (3) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request/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. (6) 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. (7) This charge is only applicable where signaling usage measurement or billing capability does not exist. (8) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center.	

Attachment 11
Exhibit 7

North Carolina

NORTH CAROLINA

PRICING

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

1. General Principles

All services currently provided hereunder (including resold Local Services, Local Interconnection, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the North Carolina Utilities Commission.

2. Local Service Resale

The rates that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in North Carolina.

Residential Service	21.50%
Business Service:	17.60%

3. Unbundled Network Elements

The interim prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. Compensation For Local Interconnection (Call Transport and Termination)

The prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

5. Ancillary Functions

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section

224(d). CLEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Local Number Portability**

The interim prices for interim number portability are set forth in Table 1.

7. **Recorded Usage Data**

The interim prices for recorded usage data are set forth in Table 1.

8. **Electronic Interfaces**

All costs incurred by BellSouth to include implement operational interfaces shall be recovered from the industry. If there is disagreement between the Parties regarding cost recovery issues, an affected party may petition the North Carolina Utilities Commission to initiate a separate hearing to address the matter.

9. **True-up**

Except for the interim prices for resold Local Services, the interim prices referenced above shall be subject to true-up according to the following procedures:

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

2. The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon

mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General

Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.

3. A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:

   (a) BellSouth and CLEC is entitled to be a full party to the proceeding;

   (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,

   (c) It shall include as an issue the geographic deaveraging of unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

4. CLEC shall retain its ability under Section 252(I) to obtain any interconnection, service, or network element provided under an agreement approved under Section 252 to which BellSouth is a party, upon the same terms and conditions as those provided in the agreement.

10. Operational Support Systems (OSS) Rates

Rates for Operational Support Systems (OSS) are set forth in Table 1. In addition to OSS charges, applicable service order and related charges apply per the tariff.

TABLE 1

BELLSOUTH/CLEC INTERIM RATES-NORTH CAROLINA
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS
(Certain rates are subject to true-up)

NIDs	
NID (all types), per month	S0 52
Installation of 2-Wire/4-Wire CLEC NID, NRC-1st	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC-Add'l	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA

NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire 56 Kbps Dig Grade Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC – Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire 64 Kbps Dig Grade Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)	NA
LOOP, EXCLUDING NID	
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
LOOP, INCLUDING NID	
2-Wire Analog VG Loop, per month	$16.71
NRC - 1st	$86.50
NRC - Add'l	$27.80

2-Wire Analog VG Loop-SL1, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$55 00
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$27 20
NRC - 1st	$86 50
NRC - Add'l	$27.80
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$27 20
NRC - 1st	$276.96
NRC - Add'l	$234.99
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA

NRC - Add'l	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	$17 00
NRC - 1st	$280 15
NRC - Add'l	$243 91
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$17 00
NRC - 1st	$280 15
NRC - Add'l	$243 91
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$27 20
NRC - 1st	$291 43
NRC - Add'l	$255 46
NRC - Incremental Charge—Manual Service Order—1st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	$151.50
NRC - 1st	$568.96
NRC - Add'l	$335.56
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-1st	NA
NRC - Incremental Charge—Manual Svc Order-Addl	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 56 Kbps Dig Grade Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 64 Kbps Dig Grade Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Unbundled Loops via IDLC	To be negotiated
SUB-LOOPS	
Sub-Loop 2-Wire Analog	NA
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	NA
Site Visit Survey, per MDU/MTU Complex, NRC	NA
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1st terminal	NA
NRC – add'l terminal	NA
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	NA
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	NA
UNTW Pair Provisioning, per pair, NRC	NA
Service Visit for Provisioning, per request, per premises, NRC	NA
Manual Service Order, NRC	NA
Loop Concentration - Channelization Sys (Outside CO), per month	NA
NRC - 1st	NA

NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	$400 00
NRC - 1st	$365 92
NRC - Add'l	$89.04
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.15
NRC - 1st	$6.04
NRC - Add'l	$5 81
NRC - Incremental Charge—Manual Service Order—1st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	
2-Wire Analog Line Port (Res., Bus.), per month	$2.00
NRC - 1st (all types)	$24 04
NRC - Add'l (all types)	$9.05
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	NA

NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC – Incremental Charge—Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge—Manual Svc Order – Disconnect – Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	NA
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
4-Wire Analog VG Port, per month	$3 15
NRC - 1st	$24 17
NRC - Add'l	$9 63
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	$12.68
NRC - 1st	$50 00
NRC - Add'l	$18 00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	$120.00
NRC - 1st	$145 00
NRC - Add'l	$126 09
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire ISDN Port(2) (3), per month	$12 50
NRC - 1st	$75 81
NRC - Add'l	$56 91
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
NRC - User Profile per B Channel (4)	NA
2-Wire ISDN Port(2) (3) including all available features, per month	NA
NRC - 1st	NA

NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire ISDN Port(2) (3) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
4-Wire ISDN DS1 Port, per month	$246.00
NRC - 1st	$113.86
NRC - Add'l	$95.80
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
4-Wire ISDN DS1 Port including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – Add'l	NA
2-Wire Analog Line Port (PBX) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Hunting, per line per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Coin Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – 1st	NA

NRC - Incremental Charge--Manual Svc Order – Disconnect – Add'l	NA
Vertical Features	
Local Switching Features offered with Port, Per month (5)	
Three-Way Calling, per month	NA
NRC	NA
NRC – Disconnect	NA
Customer Changeable Speed Calling, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Waiting	NA
NRC	NA
NRC – Disconnect	NA
Remote Activation of Call Fordwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Cancel Call Waiting, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Callback, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Recall, per month	NA
NRC	NA
NRC – Disconnect	NA
Calling Number Delivery, per month	NA
NRC	NA
NRC – Disconnect	NA
Calling Number Delivery Blocking, per month	NA
NRC	NA
NRC – Disconnect	NA
Customer Originated Trace, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Rejection, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Acceptance, per month	NA
NRC	NA
NRC – Disconnect	NA
Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Variable, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Busy Line, per month	NA
NRC	NA
NRC – Disconnect	NA

Call Forwarding Don't Answer All Calls, per month	NA
NRC	NA
NRC – Disconnect	NA
Remote Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Transfer, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Hold, per month	NA
NRC	NA
NRC – Disconnect	NA
Toll Restricted Service, per month	NA
NRC	NA
NRC – Disconnect	NA
Message Waiting Indicator – Stutter Dial Tone, per month	NA
NRC	NA
NRC – Disconnect	NA
Anonymous Call Rejection, per month	NA
NRC	NA
NRC – Disconnect	NA
Shared Call Appearances of a DN, per month	NA
NRC	NA
NRC – Disconnect	NA
Multiple Call Appearances, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Bridged Call Exclusion, per month	NA
NRC	NA
NRC – Disconnect	NA
Call by Call Access, per month	NA
NRC	NA
NRC – Disconnect	NA
Privacy Release, per month	NA
NRC	NA
NRC – Disconnect	NA
Multi Appearance Directory Number Calls, per month	NA
NRC	NA
NRC – Disconnect	NA
Make Set Busy, per month	NA
NRC	NA
NRC – Disconnect	NA
Teen Service (Res. Dist. Alerting Service), per month	NA
NRC	NA
NRC – Disconnect	NA
Code Restriction and Diversion, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Park, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Line, per month	NA

NRC	NA
NRC – Disconnect	NA
ISDN Message Waiting Indication-Lamp, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Feature Function Buttons	NA
NRC	NA
NRC – Disconnect	NA
Subsequent Ordering Charge – (per order, per line)	NA
NRC - Electronic - 1st	NA
NRC – Electronic – Add'l	NA
NRC – Manual – 1st	NA
NRC – Manual – Add'l	NA
NRC – Disconnect	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$0 004
End Office Switching Function, add'l mou (6)	NA
End Office Interoffice Trunk Port—Shared, per mou	NA
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$0 0015
Tandem Interoffice Trunk Port—Shared per mou	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
UNBUNDLED INTEROFFICE TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0 00004
Common (Shared) Transport Facilities Termination per mou	$0 00036
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$3.95
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$38.37
NRC - 1st	$24.01
NRC - Add'l	$24.01
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$23.00
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$90 00

NRC - 1st	$100 49
NRC - Add'l	$100 49
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect—Addl	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	$175 00
Interoffice Transport - Dedicated - DS3 - facilities termination per month	$1,200 00
NRC - 1st	$67 19
NRC - Add'l	$67 19
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--Addl	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	NA
NRC - 1st	NA
NRC - Add'l	NA

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated – DS3	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order- 1st	NA
NRC - Incremental Charge—Manual Svc Order – Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – Add'l	NA
VIRTUAL COLLOCATION	
Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC – Application Chg	NA
Virtual Collocation – Cable Installation Chg, per cable	NA
Virtual Collocation – Floor Space, per square feet	NA
Virtual Collocation – Floor Space Power, per ampere	NA
Virtual Collocation – Cable Support Structure, per entrance cable	NA
Virtual Collocation – 2-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – 4-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – DS1 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – DS3 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – basic, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – overtime, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – premium, per ½ hour	

NRC – 1st	NA
NRC – Add'l	NA
LOCAL USAGE	
Intraoffice per mou	NA
Interoffice per mou (assumes 5 miles of transport)	NA
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	
End Office Switching, per mou	$ 004
Tandem Switching, per mou	$ 0015
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and cedicated transport apply as appropriate
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Metromedia shall be as set forth in Section E 6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
800 ACCESS TEN DIGIT SCREENING SERVICE	
800 Access Ten Digit Screening (all types), per call (7)	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query	$0.00365
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	$0 00431
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query	$0 00383
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query	$0.00431
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per message	NA
Reservation Charge per 800 number reserved--NRC - 1st	$27 00
Reservation Charge per 800 number reserved—NRC - Add'l	$0.50
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Charge—Add'l	NA
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	$61.00
NRC - Add'l	$1.50
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order - Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Per 800 # Established with POTS Translations	
NRC - 1st	$61.00

NRC - Add'l	$1 50
NRC - Incremental Charge--Manual Service Charge—1st	NA
NRC - Incremental Charge--Manual Service Charge—Add'l	NA
NRC - Incremental Charge--Manual Service Order - Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Customized Area of Service per 800 Number	
NRC - 1st	$3 00
NRC - Add'l	$1 50
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	$3 50
NRC - Add'l	$2 00
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Change Charge per request	
NRC - 1st	$41 00
NRC - Add'l	$0.50
NRC - Incremental Charge--Manual Service Charge—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Call Handling and Destination Features - NRC-1st	$3.00
Call Handling and Destination Features - NRC-Add'l	$3.00
LINE INFORMATION DATABASE ACCESS (LIDB)	
LIDB Common Transport per query	$0 0003
LIDB Validation per query	$0 041003
LIDB Originating Point Code Establishment or Change - NRC	$91 00
NRC - Incremental Charge--Manual Svc Order	NA
CCS7 SIGNALING TRANSPORT SERVICE	
CCS7 Signaling Connection, per link (A link) per month	$155 00
NRC	$510 00
NRC - Incremental Charge--Manual Svc Order	NA
NRC - Disconnect	NA
NRC – Incremental Charge – Manual Svc Order - Disconnect	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	$155.00
NRC	$510 00
NRC - Incremental Charge--Manual Svc Order	NA
NRC - Disconnect	NA
NRC – Incremental Charge – Manual Svc Order - Disconnect	NA
CCS7 Signaling Termination, per STP port per month	$355 00
CCS7 Signaling Usage, per ISUP message* (applicable when measurement and billing capability exists.)	NA
CCS7 Signaling Usage, per TCAP message* (applicable when measurement and billing capability exists.)	NA
CCS7 Signaling Usage Surrogate, per link per LATA per mo (8)	NA
CCS7 Signaling Point Code, Establishment or Change, per STP affected	
NRC	$62.00
OPERATIONAL SUPPORT SYSTEMS	
OSS Interactive Ordering and Trouble Maint, Estab, per user per month	NA
NRC	NA
OSS OLEC Daily Usage File: Recording, per message	$.008
OSS OLEC Daily Usage File: Message Processing, per message	$ 004

OSS Access Daily Usage File Message Processing per message	$ 004
OSS OLEC Daily Usage File Message Processing per magnetic tape provisioned	$54 95
OSS Access Daily Usage File: Message Processing, per magnetic tape provisioned	$54 95
OSS OLEC Daily Usage File. Data Transmission CONNECT DIRECT), per message	$ 001
OSS Access Daily Usage File Data Transmission (CONNECT DIRECT), per message	$ 001
OSS Order Charge, per 1,000 LSRs received from the CLEC by one of the OSS interactive interfaces, per month (per CLEC basis) First 1,000 LSRs received	NA
OSS Order Charge, 1,000 LSRs received from the CLEC by one of the OSS interactive interfaces, per month (per CLEC basis) Each additional 1,000 LSRs received	NA
OSS Order charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$7 45
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	$19 99
OPERATOR CALL PROCESSING	
Operator Provided Call Handling per min - Using BST LIDB	$1 06
Call Completion Access Termination Charge per call attempt	NA
Operator Provided Call Handling per min - Using Foreign LIDB	$1 06
Call Completion Access Termination Charge per call attempt	NA
Operator Provided Call Handling, per call	NA
Fully Automated Call Handling per call - Using BST LIDB	$0 09
Fully Automated Call Handling per call - Using Foreign LIDB	$0 09
Recording Charge per announcement	
NRC – 1st	NA
RC – Add'l	NA
NRC – Disconnect Charge – 1st	NA
NRC – Disconnect Charge – Add'l	NA
Recording Charge per Branded Announcement – Disconnect – Intial	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	NA
Loading Charge per branded announcement	
NRC – 1st	NA
NRC – Add'l	NA
INWARD OPERATOR SERVICES	
Verification, per minute	NA
Verification and Emergency Interrupt, per minute	NA
Verification, per call	$0 54
Verification and Emergency Interrupt, per call	$0.65
DIRECTORY ASSISTANCE SERVICES	
Directory Assist Call Completion Access Svc (DACC), per call attempt	$0.036
Call Completion Access Term charge per completed call	NA
Number Services Intercept per query	$ 0077
Number Services Intercept per Intercept Query Update	NA
Directory Assistance Access Service Calls, per call	$0.271744
Recording Charge per announcement	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Charge – 1st	NA
NRC – Disconnect Charge – Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Recording Charge per Branded Announcement – Disconnect – Intial	NA

Recording Charge per Branded Announcement – Disconnect – Subsequent	NA
Loading Charge per audio unit	NA
NRC - Incremental Charge—Manual Svc Order	NA
Loading Charge per branded announcement	
NRC – 1st	NA
NRC – Add'l	NA
Directory Transport	
Directory Transport - Local Channel DS1, per month	BSTs FCC 1 Sec 9
NRC - 1st	BSTs FCC 1 Sec 9
NRC - Add'l	BSTs FCC 1 Sec 9
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge-Manual Svc Order - NRC	BSTs FCC 1 Sec 9
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	BSTs FCC 1 Sec 9
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	BSTs FCC 1 Sec 9
NRC - 1st	BSTs FCC 1 Sec 9
NRC - Add'l	BSTs FCC 1 Sec 9
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge-Manual Svc Order - NRC-1st	BSTs FCC 1 Sec 9
NRC - Incremental Charge-Manual Svc Order - NRC-Add'l	BSTs FCC 1 Sec 9
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-1st	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-Add'l	NA
Switched Common Transport per DA Access Service per call	BSTs FCC 1 Sec 9
Switched Common Transport per DA Access Service per call per mile	BSTs FCC 1 Sec 9
Access Tandem Switching per DA Access Service per call	BSTs FCC 1 Sec 9
DA Interconnection, per DA Access Service Call	BSTs FCC 1 Sec 9
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1st	BSTs FCC 1 Sec9
NRC - Add'l	BSTs FCC 1 Sec9
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service Charge per listing	$0.00072

Directory Assistance Database Service, per month	$97 39
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	$5,000 00
Direct Access to Directory Assistance Service, per query	$0 023
Direct Access to Directory Assistance Service, svc estab chg-NRC	$1,000 00
NRC - Incremental Charge—Manual Svc Order	NA
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF	
RCF, per number ported (Business Line), 10 paths	$2 25
RCF, per number ported (Residence Line), 6 paths	$1.15
RCF, per number ported (Business Line), each path	NA
RCF, per number ported (Residence Line), each path	NA
RCF, per number ported (Res or Bus Line)	NA
NRC	NA
NRC - Disconnect Chg	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	$0 50
RCF, per service order, per location - NRC - 1st	None
RCF, per service order, per location - NRC - Add'l	None
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
RCF, per service order, per location - NRC - Disconnect - 1st	NA
RCF, per service order, per location - NRC - Disconnect - Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID	
DID per number ported, Residence - NRC	NA
DID per number ported, Residence - NRC - Disconnect	NA
DID per number ported, Business - NRC	NA
DID per number ported, Business - NRC - Disconnect	NA
DID per service order, per location - NRC - 1st	NA
DID per service order, per location - NRC - Add'l	NA
NRC - Incremental Charge—Manual Svc Order – 1st	NA
NRC - Incremental Charge—Manual Svc Order – Add'l	NA
DID per service order, per location - NRC - Disconnect - 1st	NA
DID per service order, per location - NRC - Disconnect - Add'l	NA
NRC - Incremental Charge—Manual Svc Order – Disconnect - 1st	NA
NRC - Incremental Charge—Manual Svc Order – Disconnect - Add'l	NA
DID, per trunk termination, Initial	NA
DID, per trunk termination, Initial - NRC	NA
DID, per trunk termination, Initial - Disconnect	NA
DID, per trunk termination, Subsequent	NA
DID, per trunk termination, Subsequent - NRC	NA
DID, per trunk termination, Subsequent - Disconnect	NA
ACCESS TO POLES, DUCTS, CONDUITS & RIGHTS OF WAY (9)	
Access to Pole, per foot, per year	NA
Access to Conduit, per foot, per year	NA
Access to Innerduct, per foot, per year	NA
AIN	
AIN, per message	NA
AIN - BellSouth AIN SMS Access Service	NA
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC	NA

AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC-Disconnect	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect	NA
AIN SMS Access Service - Storage, per unit (100 Kb)	NA
AIN SMS Access Service - Session, per minute	NA
AIN SMS Access Service - Co Performed Session, per minute	NA
AIN - BellSouth AIN Toolkit Service	NA
AIN Service Creation Tools	NA
Service Establishment Charge, per state, initial setup - NRC	NA
Service Establishment Charge, per state, initial setup - NRC - Disconnect	NA
Training Session, per customer - NRC	NA
Training Session, per customer – NRC – Disconnect	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, CDP - NRC	NA
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	NA
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	NA
Query Charge, per query	NA
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	NA
SCP Storage Charge, per SMS Access Acct, per 100 Kb	NA
Monthly report - per AIN Toolkit Service Subscription	NA
Monthly report - per AIN Toolkit Service Subscription - NRC	NA
Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Special Study - Per AIN Toolkit Service Subscription	NA
Special Study - Per AIN Toolkit Service Subscription - NRC	NA
Special Study - Per AIN Toolkit Service Subscription – NRC -Disconnect	NA
Call Event Report - per AIN Toolkit Service Subscription	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Call Event Special Study - per AIN Toolkit Service Subscription	NA
Call Event Special Study - per AIN Toolkit Service Subscription - NRC	NA
Call Event Special Study - per AIN Toolkit Service Subscription – NRC - Disconnect	NA
CALLING NAME (CNAM) QUERY SERVICE	
CNAM (Database Owner), Per Query	$0.016
CNAM (Non-Database Owner), Per Query	$0 01
CNAM (Non-Database Owner), NRC, applicable when Metromedia uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database	$595.00

DARK FIBER	
Per each four-fiber dry fiber arrangement, NRC 1st	$2,298 00
Per each four-fiber dry fiber arrangement, NRC Add'l	$737 85
Per each fiber strand per route mile or fraction thereof, per month	NA
Per four fiber strands, per route mile or fraction thereof, per month	$56 53
NRC Disconnect – 1st	NA
NRC Disconnect – Add'l	NA
Per four fiber strands, per route foot or fraction thereof, per month	NA
SELECTIVE ROUTING	
Per Line or PBX Trunk, each	NA
Per Line or PBX Trunk, NRC	NA
Customized routing per unique line class code, per request, per switch	NA
NRC	NA
NRC – Incremental Charge – Manual Service Order	NA

Notes:

If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party.

(1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.

(2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.

(3) Access to B Channel or D Channel Packet capabilities will be avail- able only through Bona Fide Request/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) When CLEC buys the switch at the unbundled element rate it will receive vertical services at no additional charge, but when it buys combinations of elements to produce a BellSouth retail service, and thus comes under the resale pricing provisions, it must also pay the wholesale rate for vertical services, if those services are in the retail tariff on the effective date of the agreement. Vertical services which are not in the retail tariff but which can be provided by the switch will be available at no additional charges.)

(6) This rate element is for use in those states with a different rate for additional minutes of use.

(7) 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.

(8) This charge is only applicable where signaling usage measurement or billing capability does not exist.

(9) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center.

Attachment 11
Exhibit 8

South Carolina

SOUTH CAROLINA

PRICING

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

1. General Principles

All services currently provided hereunder (including resold Local Services, Local Interconnection, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and South Carolina Public Service Commission.

2. Local Service Resale

The rates that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in South Carolina.

Residential Service	14.8%
Business Service:	14.8%

3. Unbundled Network Elements

The prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. Compensation For Local Interconnection (Call Transport and Termination)

The prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

5. Ancillary Functions

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). CLEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Local Number Portability**

The prices for interim number portability are set forth in Table 1.

7. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 1.

8. **Electronic Interfaces**

The costs associated with implementing electronic interfaces should be shared equitably among all parties who benefit from those interfaces. The Party requesting a special arrangement for data access should pay the reasonable and demonstrable costs for providing the access. However, if other Parties request the same or similar access and benefit from the development, these other Parties should share the cost, and CLEC would then be refunded a proportionate share of the costs.

9. **Operational Support Systems (OSS) Rates**

Rates for Operational Support Systems are set forth in Table 1. In addition to OSS charges, applicable service order and related charges apply per the tariff.

TABLE 1

BELLSOUTH/CLEC RATES - SOUTH CAROLINA
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NIDs	
NID (all types), per month	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC-1st	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC-Add'l	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	$1 13
NRC - 1st	$1 36
NRC - Add'l	$1 36
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$44 42
NRC – Incremental Charge – Manual Svc Ord – Add'l	$13 55
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire Analog VG Loop, Per Month	$1 25
NRC - 1st	$1 35
NRC - Add'l	$1 35
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$44 06
NRC – Incremental Charge – Manual Svc Ord – Add'l	$13 55
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	$1.13
NRC - 1st	$1 36
NRC - Add'l	$1 36
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$44.42
NRC – Incremental Charge – Manual Svc Ord – Add'l	$13.55
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	$1.13
NRC - 1st	$1 36
NRC - Add'l	$1.36
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$44 42
NRC – Incremental Charge – Manual Svc Ord – Add'l	$13 55
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.13
NRC - 1st	$1.36
NRC - Add'l	$1.36
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$44 42
NRC – Incremental Charge – Manual Svc Ord – Add'l	$13 55
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA

NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1 25
NRC - 1st	$1 35
NRC - Add'l	$1 35
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$44 06
NRC – Incremental Charge – Manual Svc Ord – Add'l	$13 55
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire 56 Kbps Dig Grade Loop	$1 25
NRC - 1st	$1 35
NRC - Add'l	$1 35
NRC – Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$44 06
NRC – Incremental Charge – Manual Svc Ord – Add'l	$13 55
NRC – Incremental Charge - Manual Svc Ord - Disconnect	NA
NID per 4-Wire 64 Kbps Dig Grade Loop	$1 25
NRC - 1st	$1 35
NRC - Add'l	$1 35
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$44 06
NRC – Incremental Charge – Manual Svc Ord – Add'l	$13.55
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)	NA
LOOP, EXCLUDING NID	
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
LOOP, INCLUDING NID	
2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop-SL1, per month	$22.49

NRC - 1st	$70 44
NRC - Add'l	$44 05
NRC - Incremental Charge--Manual Service Order—1st	$44 42
NRC - Incremental Charge--Manual Service Order—Add'l	$13 55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$45 43
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1st	$62 10
NRC - Add'l	$62 10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	$26 25
NRC - 1st	$178 12
NRC - Add'l	$128 80
NRC - Incremental Charge--Manual Service Order—1st	$44 42
NRC - Incremental Charge--Manual Service Order—Add'l	$13 55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$45 43
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$35 86
NRC - 1st	$383.39
NRC - Add'l	$286.77
NRC - Incremental Charge--Manual Service Order—1st	$44 06
NRC - Incremental Charge--Manual Service Order—Add'l	$13 55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$45.43
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$32.47
NRC - 1st	$423.04
NRC - Add'l	$301.75
NRC - Incremental Charge--Manual Service Order—1st	$44 42
NRC - Incremental Charge--Manual Service Order—Add'l	$13 55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$45 43
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA

2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	$20 81
NRC - 1st	$600 61
NRC - Add'l	$507 33
NRC - Incremental Charge--Manual Service Order—1st	$44 42
NRC - Incremental Charge--Manual Service Order—Add'l	$13 55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$45 43
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$14 86
NRC - 1st	$600 61
NRC - Add'l	$507 33
NRC - Incremental Charge--Manual Service Order—1st	$44 42
NRC - Incremental Charge--Manual Service Order—Add'l	$13.55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$45.43
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$19.73
NRC - 1st	$625 11
NRC - Add'l	$532.78
NRC - Incremental Charge--Manual Service Order—1st	$44 06
NRC - Incremental Charge--Manual Service Order—Add'l	$13.55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$45 43
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	$72 55
NRC - 1st	$715.77
NRC - Add'l	$421 50
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-1st	$43.77
NRC - Incremental Charge--Manual Svc Order-Addl	$13.55
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	$48.47
4-Wire 56 Kbps Dig Grade Loop, per month	$41.70
NRC - 1st	$602.73
NRC - Add'l	$393.50
NRC - Incremental Charge--Manual Service Order—1st	$44 06
NRC - Incremental Charge--Manual Service Order—Add'l	$13.55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$45 43
4-Wire 64 Kbps Dig Grade Loop, per month	$41 70
NRC - 1st	$602 73
NRC - Add'l	$393 50
NRC - Incremental Charge--Manual Service Order—1st	$44 06
NRC - Incremental Charge--Manual Service Order—Add'l	$13 55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$45 43
Unbundled Loops via IDLC	NA
SUB-LOOPS	
Sub-Loop 2-Wire Analog	NA
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	NA
Site Visit Survey, per MDU/MTU Complex, NRC	NA
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1st terminal	NA
NRC – add'l terminal	NA
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	NA
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	NA
UNTW Pair Provisioning, per pair, NRC	NA
Service Visit for Provisioning, per request, per premises, NRC	NA
Manual Service Order, NRC	NA
Loop Concentration - Channelization Sys (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Svc Order—1st	NA
NRC - Incremental Charge—Manual Svc Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	$363.77
NRC - 1st	$426.32
NRC - Add'l	$102 99
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$43.77
NRC - Incremental Charge--Manual Svc Order - Add'l	$13.55
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.04
NRC - 1st	$35.75
NRC - Add'l	$35.51
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	
2-Wire Analog Line Port (Res., Bus.), per month	$2.35
NRC - 1st (all types)	$24.98
NRC - Add'l (all types)	$24.98
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$44.42
NRC - Incremental Charge--Manual Svc Order - Add'l	$14 63
NRC - Incremental Charge--Manual Svc Order – Disconnect - 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	$8.64
NRC - 1st (all types)	$61.22

NRC - Add'l (all types)	$61 22
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$44 42
NRC - Incremental Charge--Manual Svc Order - Add'l	$14 63
NRC – Incremental Charge—Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge—Manual Svc Order – Disconnect – Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	$5 38
NRC - 1st (all types)	$29 51
NRC - Add'l (all types)	$29 51
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$44 42
NRC - Incremental Charge--Manual Svc Order - Add'l	$14 63
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
4-Wire Analog VG Port, per month	$2 28
NRC - 1st	$3.50
NRC - Add'l	$3.50
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	$12.08
NRC - 1st	$50 00
NRC - Add'l	$50 00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	$130.23
NRC - 1st	$60 00
NRC - Add'l	$60.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire ISDN Port(2) (3), per month	$33.74
NRC - 1st	$65.79
NRC - Add'l	$65.79
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$67 52
NRC - Incremental Charge--Manual Svc Order - Add'l	$67 52
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
NRC - User Profile per B Channel (4)	NA
2-Wire ISDN Port(2) (3) including all available features, per month	$38 68
NRC - 1st	$106.40
NRC - Add'l	$106 40

NRC - Incremental Charge--Manual Svc Order - 1st	$67 52
NRC - Incremental Charge--Manual Svc Order - Add'l	$67 52
2-Wire ISDN Port(2) (3) including three available features, per month	$36 01
NRC - 1st	$70 32
NRC - Add'l	$70 32
NRC - Incremental Charge--Manual Svc Order - 1st	$67 52
NRC - Incremental Charge--Manual Svc Order - Add'l	$67 52
4-Wire ISDN DS1 Port, per month	$214 79
NRC - 1st	$278 37
NRC - Add'l	$278 37
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$65 48
NRC - Incremental Charge--Manual Svc Order - Add'l	$65 48
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Add'l	NA
4-Wire ISDN DS1 Port including all available features, per month	$251 00
NRC - 1st	$311 73
NRC - Add'l	$311 73
NRC - Incremental Charge--Manual Svc Order - 1st	$65.48
NRC - Incremental Charge--Manual Svc Order - Add'l	$65 48
2-Wire Analog Line Port (PBX), per month	$2 35
NRC - 1st	$24 36
NRC - Add'l	$24 36
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$41 86
NRC - Incremental Charge--Manual Svc Order - Add'l	$14 46
NRC - Incremental Charge--Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – Add'l	NA
2-Wire Analog Line Port (PBX) including all available features, per month	$8 67
NRC - 1st	$60.60
NRC - Add'l	$60.60
NRC - Incremental Charge--Manual Svc Order - 1st	$41 86
NRC - Incremental Charge--Manual Svc Order - Add'l	$14 46
2-Wire Analog Line Port (PBX) including three available features, per month	$5.38
NRC - 1st	$28 89
NRC - Add'l	$28 89
NRC - Incremental Charge--Manual Svc Order - 1st	$41 86
NRC - Incremental Charge--Manual Svc Order - Add'l	$14.46
2-Wire Analog Hunting, per line per month	See features
NRC - 1st	See features
NRC - Add'l	See features
Coin Port, per month	$2.77
NRC - 1st	$24.75
NRC - Add'l	$24.75
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$43.48
NRC - Incremental Charge--Manual Svc Order - Add'l	$14.57
NRC - Incremental Charge--Manual Svc Order - Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – Add'l	NA

Vertical Features	
Local Switching Features offered with Port, Per month	See above
Three-Way Calling, per month	$1 10
NRC	$1 51
NRC – Disconnect	NA
Customer Changeable Speed Calling, per month	$ 1247
NRC	$1 51
NRC – Disconnect	NA
Call Waiting	$ 0665
NRC	$1 51
NRC – Disconnect	NA
Remote Activation of Call Fordwarding, per month	$ 3743
NRC	$1 51
NRC – Disconnect	NA
Cancel Call Waiting, per month	$ 0099
NRC	$1 51
NRC – Disconnect	NA
Automatic Callback, per month	$ 8015
NRC	$1 51
NRC – Disconnect	NA
Automatic Recall, per month	$.3102
NRC	$1 51
NRC – Disconnect	NA
Calling Number Delivery, per month	$ 3272
NRC	$1 51
NRC – Disconnect	NA
Calling Number Delivery Blocking, per month	$.3684
NRC	$1 51
NRC – Disconnect	NA
Customer Originated Trace, per month	$.1402
NRC	$1.51
NRC – Disconnect	NA
Selective Call Rejection, per month	$ 1528
NRC	$1.51
NRC – Disconnect	NA
Selective Call Forwarding, per month	$ 1287
NRC	$1.51
NRC – Disconnect	NA
Selective Call Acceptance, per month	$ 3283
NRC	$1 51
NRC – Disconnect	NA
Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month	$.1301
NRC	$1 51
NRC – Disconnect	NA
Call Forwarding Variable, per month	$.0768
NRC	$1.51
NRC – Disconnect	NA
Call Forwarding Busy Line, per month	$.0603
NRC	$1 51
NRC – Disconnect	NA
Call Forwarding Don't Answer All Calls, per month	$.0655

NRC	$1 51
NRC – Disconnect	NA
Remote Call Forwarding, per month	$1 41
NRC	$1 51
NRC – Disconnect	NA
Call Transfer, per month	$ 1392
NRC	$1 51
NRC – Disconnect	NA
Call Hold, per month	$ 0677
NRC	$1 51
NRC – Disconnect	NA
Toll Restricted Service, per month	$ 0743
NRC	$1 51
NRC – Disconnect	NA
Message Waiting Indicator – Stutter Dial Tone, per month	$ 0318
NRC	$1 51
NRC – Disconnect	NA
Anonymous Call Rejection, per month	$1 13
NRC	$1 51
NRC – Disconnect	NA
Shared Call Appearances of a DN, per month	$ 3513
NRC	$1 47
NRC – Disconnect	NA
Multiple Call Appearances, per month	$ 0891
NRC	$1 47
NRC – Disconnect	NA
ISDN Bridged Call Exclusion, per month	$ 0013
NRC	$1 47
NRC – Disconnect	NA
Call by Call Access, per month	$ 3621
NRC	$33 36
NRC – Disconnect	NA
Privacy Release, per month	$.0116
NRC	$1 51
NRC – Disconnect	NA
Multi Appearance Directory Number Calls, per month	$.1048
NRC	$1 51
NRC – Disconnect	NA
Make Set Busy, per month	$ 0101
NRC	$1.51
NRC – Disconnect	NA
Teen Service (Res. Dist. Alerting Service), per month	$ 2149
NRC	$1 51
NRC – Disconnect	NA
Code Restriction and Diversion, per month	$ 0708
NRC	$1.51
NRC – Disconnect	NA
Call Park, per month	$.0694
NRC	$1 51
NRC – Disconnect	NA
Automatic Line, per month	$.1179
NRC	$1 51

NRC – Disconnect	NA
ISDN Message Waiting Indication-Lamp, per month	$ 0138
NRC	$1 47
NRC – Disconnect	NA
ISDN Feature Function Buttons	
NRC	$1 51
NRC – Disconnect	NA
Subsequent Ordering Charge – (per order, per line)	
NRC – Electronic – 1st	$1 36
NRC – Electronic – Add'l	$ 71
NRC – Manual – 1st	$7 35
NRC – Manual – Add'l	$ 95
NRC – Disconnect	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$ 0019295
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	$ 0002581
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$ 0006843
Tandem Interoffice Trunk Port--Shared per mou	$ 0004034
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
UNBUNDLED INTEROFFICE TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$.0000121
Common (Shared) Transport Facilities Termination per mou	$ 0004672
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	$ 0373
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	$21.42
NRC - 1st	$136.44
NRC - Add'l	$51.37
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$39.63
NRC - Incremental Charge--Manual Svc Order - Add'l	$39 63
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect—Addl	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$.0373
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$20.71
NRC - 1st	$136.44
NRC - Add'l	$51.37
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$39 63
NRC - Incremental Charge--Manual Svc Order - Add'l	$39.63
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect—Addl	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$.7598
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$94 98
NRC - 1st	$216 27

NRC - Add'l	$162 70
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	$39 63
NRC - Incremental Charge--Manual Svc Order - 1st	$39 63
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect—Add'l	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	$40 00
Interoffice Transport - Dedicated - DS3 - facilities termination per month	$600 00
NRC - 1st	$67 19
NRC - Add'l	$67 19
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--Add'l	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	$16 83
NRC - 1st	$554.00
NRC - Add'l	$88 58
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$43.75
NRC - Incremental Charge--Manual Svc Order - Add'l	$13 55
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	$18 05
NRC - 1st	$562 46
NRC - Add'l	$91 57
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$43.75
NRC - Incremental Charge--Manual Svc Order - Add'l	$13.55
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	$37 20
NRC - 1st	$534 81
NRC - Add'l	$462.81
NRC - Disconnect Chg - 1st	NA

NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order	$87 99
NRC - Incremental Charge--Manual Svc Order-Disconnect	$3 11
Local Channel - Dedicated – DS3	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order- 1st	NA
NRC - Incremental Charge—Manual Svc Order – Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – Add'l	NA
VIRTUAL COLLOCATION	
Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC – Application Chg	NA
Virtual Collocation – Cable Installation Chg, per cable	NA
Virtual Collocation – Floor Space, per square feet	NA
Virtual Collocation – Floor Space Power, per ampere	NA
Virtual Collocation – Cable Support Structure, per entrance cable	NA
Virtual Collocation – 2-Wire Cross Connects	$0.1024
NRC – 1st	$41 50
NRC – Add'l	$38 94
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	$5 16
NRC – Incremental Charge – Manual Svc Order – Add'l	$5.16
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – 4-Wire Cross Connects	$0.2047
NRC – 1st	$41 56
NRC – Add'l	$38 90
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	$5.12
NRC – Incremental Charge – Manual Svc Order – Add'l	$5.12
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – DS1 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – DS3 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – basic, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – overtime, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – premium, per ½ hour	
NRC – 1st	NA

NRC – Add'l	NA
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	
End Office Switching, per mou	$ 0019295
Tandem Switching, per mou	$ 0006843
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Metromedia shall be as set forth in Section E 6 of the appropriate BellSouth intrastate access tariff	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem interconnection	NA
800 ACCESS TEN DIGIT SCREENING SERVICE	
800 Access Ten Digit Screening (all types), per call (6)	$.0005227
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	NA
800 Access Ten Digit Screening Svc. W/POTS No Delivery, per query	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query	NA
800 Access Ten Digit Screening Svc. W/800 No Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per message	NA
Reservation Charge per 800 number reserved--NRC - 1st	$6.38
Reservation Charge per 800 number reserved--NRC - Add'l	$0.9583
NRC - Incremental Charge--Manual Service Order—1st	$27 84
NRC - Incremental Charge--Manual Service Charge—Add'l	NA
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	$22 63
NRC - Add'l	$2.73
NRC - Incremental Charge--Manual Service Order—1st	$42.95
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order - Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Per 800 # Established with POTS Translations	
NRC - 1st	$22 63
NRC - Add'l	$2.73
NRC - Incremental Charge--Manual Service Charge—1st	$42.95
NRC - Incremental Charge--Manual Service Charge—Add'l	NA
NRC - Incremental Charge--Manual Service Order - Disconnect	NA

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Customized Area of Service per 800 Number	
NRC - 1st	$5 64
NRC - Add'l	$2 82
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	$6 60
NRC - Add'l	$3 78
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Change Charge per request	
NRC - 1st	$7 34
NRC - Add'l	$ 9583
NRC - Incremental Charge--Manual Service Charge—1st	$27 84
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Call Handling and Destination Features - NRC-1st	$5 64
Call Handling and Destination Features - NRC-Add'l	$5 64
LINE INFORMATION DATABASE ACCESS (LIDB)	
LIDB Common Transport per query	$ 0000442
LIDB Validation per query	$ 0141003
LIDB Originating Point Code Establishment or Change - NRC	$61 62
NRC - Incremental Charge—Manual Svc Order – 1st	$27 84
NRC - Incremental Charge—Manual Svc Order – Add'l	$27 84
CCS7 SIGNALING TRANSPORT SERVICE	
CCS7 Signaling Connection, per link (A link) per month	$21 79
NRC	$277.07
NRC - Incremental Charge—Manual Svc Order	$42 95
NRC - Disconnect	NA
NRC – Incremental Charge – Manual Svc Order - Disconnect	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	$21.79
NRC	$277 07
NRC - Incremental Charge—Manual Svc Order	$42.95
NRC - Disconnect	NA
NRC – Incremental Charge – Manual Svc Order - Disconnect	NA
CCS7 Signaling Termination, per STP port per month	$156 33
CCS7 Signaling Usage, per ISUP message (applicable when measurement and billing capability exists.)	$.0000452
CCS7 Signaling Usage, per TCAP message (applicable when measurement and billing capability exists.)	$.0001108
CCS7 Signaling Usage Surrogate, per link per LATA per mo (7)	$396.55
CCS7 Signaling Point Code, Establishment or Change, per STP affected	
NRC	$62 00
OPERATIONAL SUPPORT SYSTEMS	
OSS Interactive Ordering and Trouble Maint, Estab, per user per month	NA
NRC	NA
OSS OLEC Daily Usage File: Recording, per message	$ 0002862
OSS OLEC Daily Usage File: Message Processing, per message	$.0032344
OSS Access Daily Usage File: Message Processing, per message	$.004
OSS OLEC Daily Usage File: Message Distribution, per magnetic tape provisioned	$54.72
OSS Access Daily Usage File: Message Distribution, per magnetic tape provisioned	$54.95

OSS OLEC Daily Usage File Data Transmission (CONNECT DIRECT), per message	$ 0000357
OSS Access Daily Usage File Data Transmission (CONNECT DIRECT), per message	$ 001
OSS Order Charge, per 1,000 LSRs received from the CLEC by one of the OSS interactive interfaces, per month (per CLEC basis) First 1 000 LSRs received	NA
OSS Order Charge, 1,000 LSRs received from the CLEC by one of the OSS interactive interfaces, per month (per CLEC basis) Each additional 1 000 LSRs received	NA
OSS Order charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$7 45
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element
OPERATOR CALL PROCESSING	
Operator Provided Call Handling per min - Using BST LIDB	$1 21
Call Completion Access Termination Charge per call attempt	$ 08
Operator Provided Call Handling per min - Using Foreign LIDB	$1 25
Call Completion Access Termination Charge per call attempt	$.08
Operator Provided Call Handling, per call	NA
Fully Automated Call Handling per call - Using BST LIDB	$ 1115808
Fully Automated Call Handling per call - Using Foreign LIDB	$ 1293459
Recording Charge per announcement	
NRC – Initial	$1,652 00
NRC – Subsequent	$1,649 00
NRC – Disconnect Charge – 1st	NA
NRC – Disconnect Charge – Add'l	NA
Recording Charge per Branded Announcement – Disconnect – Intial	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	NA
Loading Charge per branded announcement	
NRC – Initial	$253 42
NRC – Subsequent	$253 42
INWARD OPERATOR SERVICES	
Verification, per minute	$1 15
Verification and Emergency Interrupt, per minute	$1 15
Verification, per call	NA
Verification and Emergency Interrupt, per call	NA
DIRECTORY ASSISTANCE SERVICES	
Directory Assist Call Completion Access Svc (DACC), per call attempt	$.0638883
Call Completion Access Term charge per completed call	$ 08
Number Services Intercept per query	$.0124036
Number Services Intercept per Intercept Query Update	NA
Directory Assistance Access Service Calls, per call	$ 2619983
Recording Charge per announcement	NA
NRC – Initial	$1,652.00
NRC – Subsequent	$1,649 00
NRC – Disconnect Charge – 1st	NA
NRC – Disconnect Charge – Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Recording Charge per Branded Announcement – Disconnect – Intial	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	NA
Loading Charge per audio unit	NA

NRC - Incremental Charge—Manual Svc Order	NA
Loading Charge per branced announcement	
NRC – Initial	$253 42
NRC – Subsequent	$253 42
Directory Transport	
Directory Transport – Local Channel DS1, per month	$37 20
NRC - 1st	$534 81
NRC - Add'l	$462 81
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge-Manual Svc Order - NRC	$87 99
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	$3 11
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	$ 7598
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	$94 98
NRC - 1st	$216 27
NRC - Add'l	$162.70
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge-Manual Svc Order - NRC-1st	$39 63
NRC - Incremental Charge-Manual Svc Order - NRC-Add'l	$39 63
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-1st	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect- Add'l	NA
Switched Common Transport per DA Access Service per call	$.000327
Switched Common Transport per DA Access Service per call per mile	$ 0000303
Access Tandem Switching per DA Access Service per call	$ 0024809
DA Interconnection, per DA Access Service Call	$ 000269
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1st	$407 81
NRC - Add'l	$11 00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service Charge per listing	$ 0444
Directory Assistance Database Service, per month	$127.23
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	$6,983 00
Direct Access to Directory Assistance Service, per query	$ 0468212
Direct Access to Directory Assistance Service, svc estab chg-NRC	$1,173 00
NRC - Incremental Charge—Manual Svc Order-1st	NA
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF	
RCF, per number ported (Business Line), 10 paths	NA
RCF, per number ported (Residence Line), 6 paths	NA
RCF, per number ported (Business Line), each path	$2.17
RCF, per number ported (Residence Line), each path	$2.17
RCF, per number ported (Res or Bus Line)	NA
NRC	$.7046
NRC - Disconnect Chg	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	$.3854
RCF, per service order, per location - NRC - 1st	$1.37
RCF, per service order, per location - NRC - Add'l	$1 37
NRC – Incremental Charge _ Manual Svc Order – 1st	$44 70

NRC – Incremental Charge _ Manual Svc Order – Add'l	$44.70
RCF per service order per location - NRC - Disconnect - 1st	NA
RCF, per service order, per location - NRC - Disconnect - Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID	
DID per number ported, Residence - NRC	$2.25
DID per number ported, Residence - NRC - Disconnect	NA
DID per number ported, Business - NRC	$2.25
DID per number ported, Business - NRC - Disconnect	NA
DID per service order, per location - NRC - 1st	$1.37
DID per service order, per location - NRC - Add'l	$1.37
NRC - Incremental Charge—Manual Svc Order – 1st	$44.70
NRC - Incremental Charge—Manual Svc Order – Add'l	$44.70
DID per service order, per location - NRC - Disconnect - 1st	NA
DID per service order, per location - NRC - Disconnect - Add'l	NA
NRC - Incremental Charge—Manual Svc Order – Disconnect - 1st	NA
NRC - Incremental Charge—Manual Svc Order – Disconnect - Add'l	NA
DID, per trunk termination, Initial	$13.16
DID, per trunk termination, Initial - NRC	$218.03
DID, per trunk termination, Initial - Disconnect	NA
DID, per trunk termination, Subsequent	$13.16
DID, per trunk termination, Subsequent - NRC	$73.63
DID, per trunk termination, Subsequent - Disconnect	NA
ACCESS TO POLES, DUCTS, CONDUITS & RIGHTS OF WAY (8)	
Access to Poles, per pole, per foot, per year	NA
Access to Conduits, per foot, per year	NA
Access to Innerduct, per foot, per year	NA
AIN	
AIN, per message	NA
AIN - BellSouth AIN SMS Access Service	NA
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC	$296.16
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	$87.29
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC-Disconnect	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	$87.29
AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	$202.08
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC	$172.26
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect	NA
AIN SMS Access Service - Storage, per unit (100 Kb)	$ 0028
AIN SMS Access Service - Session, per minute	$ 0942966
AIN SMS Access Service - Co. Performed Session, per minute	$2.07
AIN - BellSouth AIN Toolkit Service	NA
AIN, Service Creation Tools	NA
Service Establishment Charge, per state, initial setup - NRC	$291.41
Service Establishment Charge, per state, initial setup - NRC - Disconnect	NA
Training Session, per customer - NRC	$8,333.00
Training Session, per customer – NRC -Disconnect	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	$73.02

Trigger Access Charge, per trigger per DN Term Attempt - NRC - Disconnect	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC	$73 02
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	$73 02
Trigger Access Charge, per trigger per DN, Off-Hook Immediate - Disconnect	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	$150 25
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	NA
Trigger Access Charge, per trigger per DN, CDP - NRC	$150 25
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	$150 25
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	NA
Query Charge, per query	$ 0250662
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	$ 0062979
SCP Storage Charge, per SMS Access Acct, per 100 Kb	$1 73
Monthly report - per AIN Toolkit Service Subscription	$15 93
Monthly report - per AIN Toolkit Service Subscription - NRC	$72 15
Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Special Study - Per AIN Toolkit Service Subscription	$ 0872769
Special Study - Per AIN Toolkit Service Subscription - NRC	$47 35
Special Study - Per AIN Toolkit Service Subscription – NRC – Disconnect	NA
Call Event Report - per AIN Toolkit Service Subscription	$15.84
Call Event Report - per AIN Toolkit Service Subscription - NRC	$72.15
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Call Event Special Study - per AIN Toolkit Service Subscription	$ 0029092
Call Event Special Study - per AIN Toolkit Service Subscription - NRC	$47 35
Call Event Special Study - per AIN Toolkit Service Subscription – NRC –Disconnect	NA
CALLING NAME (CNAM) QUERY SERVICE	
CNAM (Database Owner), Per Query	$0.016
CNAM (Non-Database Owner), Per Query	$0 01
CNAM (Non-Database Owner), NRC, applicable when Metromedia uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database	$595.00
DARK FIBER	
Per each four-fiber dry fiber arrangement, NRC 1st	$2,406 00
Per each four-fiber dry fiber arrangement, NRC Add'l	$765.30
Per each fiber strand per route mile or fraction thereof, per month	NA
Per four fiber strands, per route mile or fraction thereof, per month	$72 45
NRC - Incremental Charge - Manual Svc Order – 1st	NA
NRC - Incremental Charge - Manual Svc Order – Add'l	NA
Per four fiber strands, per route foot or fraction thereof, per month	NA
SELECTIVE ROUTING	
Per Line or PBX Trunk, each	NA
Per Line or PBX Trunk, NRC	NA
Customized routing per unique line class code, per request, per switch	NA
NRC	$226 22
NRC – Incremental Charge – Manual Service Order	$27 84
Notes: If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party.	

(1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies. (2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports (3) Access to B Channel or D Channel Packet capabilities will be avail- able only through Bona Fide Request/New Business Request Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Bona Fide 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. (6) 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. (7) This charge is only applicable where signaling usage measurement or billing capability does not exist. (8) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center.	

Attachment 11
Exhibit 9

Tennessee

TENNESSEE

PRICING

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

1. General Principles

All services currently provided hereunder (including resold Local Services), Local Interconnection, Network Elements and Ancillary Functions and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Tennessee Regulatory Authority.

2. Local Service Resale

The prices that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discounts will apply to all Telecommunications Services available for resale in Tennessee:

Telecommunications Services with Operator and Directory Assistance Service:	16.00%
Telecommunications Services without Operator and Directory Assistance Service:	21.56%

3. Unbundled Network Elements

The interim prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. Compensation For Local Interconnection (Call Transport and Termination)

The interim prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

5. Ancillary Functions

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). CLEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. Local Number Portability

The interim prices for interim number portability are set forth in Table 1.

7. Recorded Usage Data

The prices for Recorded Usage Data are set forth in Table 1.

8. Electronic Interfaces

Reimbursement for operational interfaces shall be as determined by the Tennessee Regulatory Authority.

9. Interim Pricing

Any interim or proxy prices referenced above will remain in effect until cost studies compliant with the decisions by the United States Court of Appeals for the Eighth Circuit in the appeals of the FCC's Order and Rules can be completed and reviewed by the Tennessee Regulatory Authority.

10. Operational Support Systems (OSS) Rates

Rates for Operational Support Systems are set forth in Table 1. In addition to OSS charges, applicable service order and related charges apply per the tariff.

BELLSOUTH/CLEC INTERIM RATES - TENNESSEE
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS
(Certain rates are subject to true up)

NIDs	
NID (all types), per month	S0 56
Installation of 2-Wire/4-Wire CLEC NID, NRC - 1st	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC - Add'l	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA

NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire 56 Kbps Dig Grade Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC – Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire 64 Kbps Dig Grade Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)	NA
LOOP, EXCLUDING NID	
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
LOOP, INCLUDING NID	

2-Wire Analog VG Loop, per month	$18 00
NRC - 1st	BST GSST A4 3 1
NRC - Add'l	BST GSST A4 3.1
2-Wire Analog VG Loop-SL1, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$55 00
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$18.00
NRC - 1st	BST GSST A4 3.1
NRC - Add'l	BST GSST A4.3.1
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$18.00
NRC - 1st	BST GSST A4 3.1

	BST GSST A4.3.1
NRC - Add'l	
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	TBD
NRC - 1st	TBD
NRC - Add'l	TBD

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-1st	NA
NRC - Incremental Charge--Manual Svc Order-Addl	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 56 Kbps Dig Grade Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 64 Kbps Dig Grade Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order—Disconnect	NA
NRC - sconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Unbundled Loops via IDLC	NA
SUB-LOOPS	
Sub-Loop 2-Wire Analog	NA
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	$9.79
NRC - 1st	$587 00
NRC - Add'l	$255.00
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	$9 23
NRC - 1st	$587.00
NRC - Add'l	$255 00
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA

Unbundled Network Terminating Wire	-
UNTW Pair, per pair, per month	$2 00
Site Visit Survey, per MDU/MTU Complex, NRC	$225 00
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1st terminal	$98.00
NRC – acd l terminal	$65 00
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	$110 00
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	$35 00
UNTW Pair Provisioning, per pair, NRC	$9 00
Service Visit for Provisioning, per request, per premises, NRC	$55 00
Manual Service Order, NRC	$45 00
Loop Concentration - Channelization Sys (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	$493.00
NRC - 1st	$525 00
NRC - Add'l	$525.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.46
NRC - 1st	$8.00
NRC - Add'l	$8.00
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	
2-Wire Analog Line Port (Res., Bus.), per month	$1 90

NRC - 1st (all types)	BST GSST A4 3 1
NRC - Add'l (all types)	BST GSST A4 3 1
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	NA
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC – Incremental Charge—Manual Svc Order – Disconnect – 1st	NA
NRC – Incremental Charge—Manual Svc Order – Disconnect – Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	NA
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
4-Wire Analog VG Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	$12.68
NRC - 1st	BST GSST A4.3.1
NRC - Add'l	BST GSST A4.3.1
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA

4-Wire DS1 Port w/DID capability, per month	$120 00
NRC - 1st	To be Negotiated
NRC - Add'l	To be Negotiated
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire ISDN Port(2) (3), per month	$1 90
NRC - 1st	BST GSST A4 3 1
NRC - Add'l	BST GSST A4 3.1
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
NRC - User Profile per B Channel (4)	NA
2-Wire ISDN Port(2) (3) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire ISDN Port(2) (3) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
4-Wire ISDN DS1 Port, per month	$308 00
NRC - 1st	To be negotiated
NRC - Add'l	To be negotiated
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
4-Wire ISDN DS1 Port including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX), per month	NA
NRC - 1st	NA
NRC - Add'l	NA

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – Add'l	NA
2-Wire Analog Line Port (PBX) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Hunting, per line per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Coin Port, per month	$1.90
NRC - 1st	BST GSST A4 3.1
NRC - Add'l	BST GSST A4 3.1
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect – Add'l	NA
Vertical Features	
Local Switching Features offered with Port, Per month	NA
Three-Way Calling, per month	NA
NRC	NA
NRC – Disconnect	NA
Customer Changeable Speed Calling, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Waiting	NA
NRC	NA
NRC – Disconnect	NA
Remote Activation of Call Fordwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Cancel Call Waiting, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Callback, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Recall, per month	NA

NRC	NA
NRC – Disconnect	NA
Calling Number Delivery, per month	NA
NRC	NA
NRC – Disconnect	NA
Calling Number Delivery Blocking, per month	NA
NRC	NA
NRC – Disconnect	NA
Customer Originated Trace, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Rejection, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Acceptance, per month	NA
NRC	NA
NRC – Disconnect	NA
Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Variable, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Busy Line, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Don't Answer All Calls, per month	NA
NRC	NA
NRC – Disconnect	NA
Remote Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Transfer, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Hold, per month	NA
NRC	NA
NRC – Disconnect	NA
Toll Restricted Service, per month	NA
NRC	NA
NRC – Disconnect	NA
Message Waiting Indicator – Stutter Dial Tone, per month	NA
NRC	NA
NRC – Disconnect	NA
Anonymous Call Rejection, per month	NA
NRC	NA

NRC – Disconnect	NA
Shared Call Appearances of a DN, per month	NA
NRC	NA
NRC – Disconnect	NA
Multiple Call Appearances, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Bridged Call Exclusion, per month	NA
NRC	NA
NRC – Disconnect	NA
Call by Call Access, per month	NA
NRC	NA
NRC – Disconnect	NA
Privacy Release, per month	NA
NRC	NA
NRC – Disconnect	NA
Multi Appearance Directory Number Calls, per month	NA
NRC	NA
NRC – Disconnect	NA
Make Set Busy, per month	NA
NRC	NA
NRC – Disconnect	NA
Teen Service (Res. Dist. Alerting Service), per month	NA
NRC	NA
NRC – Disconnect	NA
Code Restriction and Diversion, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Park, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Line, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Message Waiting Indication-Lamp, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Feature Function Buttons	NA
NRC	NA
NRC – Disconnect	NA
Subsequent Ordering Charge – (per order, per line)	NA
NRC - Electronic - 1st	NA
NRC – Electronic – Add'l	NA
NRC – Manual – 1st	NA
NRC – Manual – Add'l	NA
NRC – Disconnect	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$.0019
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	NA

Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$0.000676
Tandem Interoffice Trunk Port--Shared per mou	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges)	NA
UNBUNDLED INTEROFFICE TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.00004
Common (Shared) Transport Facilities Termination per mou	$0.00036
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Add'l	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$1.90
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$38.37
NRC - 1st	TBD
NRC - Add'l	TBD
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Add'l	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$23.00
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$90.00
NRC - 1st	$100.49
NRC - Add'l	$100.49
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Add'l	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA

NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--Add'l	NA
Unbundled Exchange Access IOC	
0-8 Miles Fixed per month	$27 00
Per mile per month	$1 90
NRC - 1st	$96 00
NRC - Add'l	$96 00
9-25 Miles, Fixed per month	$27 00
Per mile per month	$1 90
NRC - 1st	$96 00
NRC - Add'l	$96 00
Over 25 Miles, Fixed per month	$27 00
Per mile per month	$1 90
NRC - 1st	$96 00
NRC - Add'l	$96 00
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	$133.81
NRC - 1st	$868 97
NRC - Add'l	$486 83
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated – DS3	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order- 1st	NA
NRC - Incremental Charge—Manual Svc Order – Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – Add'l	NA
VIRTUAL COLLOCATION	

Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC – Application Chg	NA
Virtual Collocation – Cable Installation Chg, per cable	NA
Virtual Collocation – Floor Space, per square feet	NA
Virtual Collocation – Floor Space Power, per ampere	NA
Virtual Collocation – Cable Support Structure, per entrance cable	NA
Virtual Collocation – 2-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – 4-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – DS1 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – DS3 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – basic, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – overtime, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – premium, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	
End Office Switching, per mou	$0 0019
Tandem Switching, per mou	$0 000676
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated transport

	apply as appropriate
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Metromedia shall be as set forth in Section E 6 of the appropriate BellSouth intrastate access tariff	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
800 ACCESS TEN DIGIT SCREENING SERVICE	
800 Access Ten Digit Screening (all types), per call (6)	NA
800 Access Ten Digit Screening Svc. W/800 No Delivery, per query	$ 004
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	$ 004
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query	$ 004
800 Access Ten Digit Screening Svc. W/POTS No Delivery, w/Optional Complex Features, per query	$.004
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per message	NA
Reservation Charge per 800 number reserved—NRC - 1st	$30.00
Reservation Charge per 800 number reserved—NRC - Add'l	$0 50
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Charge—Add'l	NA
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	$67 50
NRC - Add'l	$1 50
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Per 800 # Established with POTS Translations	
NRC - 1st	$67 50
NRC - Add'l	$1 50
NRC - Incremental Charge--Manual Service Charge—1st	NA
NRC - Incremental Charge--Manual Service Charge—Add'l	NA
NRC - Incremental Charge--Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Customized Area of Service per 800 Number	
NRC - 1st	$3 00
NRC - Add'l	$1.50
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	$3.50
NRC - Add'l	$2.00

NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Change Charge per request	
NRC - 1st	$48 50
NRC - Add'l	$0 50
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Call Handling and Destination Features - NRC-1st	$3 00
Call Handling and Destination Features - NRC-Add'l	NA
NRC - Incremental Charge--Manual Service Charge—1st	NA
NRC - Incremental Charge--Manual Service Charge—Add'l	$3 00
LINE INFORMATION DATABASE ACCESS (LIDB)	
LIDB Common Transport per query	$0 0003
LIDB Validation per query	$.041003
LIDB Originating Point Code Establishment or Change - NRC	NA
NRC-Incremental Charge-Manual Svc Order	$91 00
LIDB - Incremental Charge - Manual Svc Order - NRC	NA
CCS7 SIGNALING TRANSPORT SERVICE	
CCS7 Signaling Connection, per link (A link) per month	$155 00
NRC	$510.00
NRC-Incremental Charge-Manual Svc Order	NA
NRC - Disconnect	NA
NRC - Incremental Charge-Manual Svc Order - Disconnect	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	Not available pending development of mediation device
NRC	$510.00
NRC - Disconnect	NA
NRC - Incremental Charge-Manual Svc Order - Disconnect	NA
CCS7 Signaling Termination, per STP port per month	$355.00
CCS7 Signaling Usage, per ISUP message (applicable when measurement and billing capability exists.)	$0.000023
CCS7 Signaling Usage, per TCAP message (applicable when measurement and billing capability exists.)	$0.00005
CCS7 Signaling Usage Surrogate, per link per LATA per mo(7)	$395.00
CCS7 Signaling Point Code, Establishment or Change, per STP affected	
NRC	$62 00
OPERATIONAL SUPPORT SYSTEMS	
OSS Interactive Ordering and Trouble Maint, Estab, per user per month	NA
NRC	NA
OSS OLEC Daily Usage File: Recording, per message	$0.008
OSS OLEC Daily Usage File: Message Processing, per message	$0.004
OSS Access Daily Usage File: Message Processing, per message	$0.004
OSS OLEC Daily Usage File: Message Processing, per magnetic tape provisioned	$54.95
OSS Access Daily Usage File: Message Processing, per magnetic tape provisioned	$54.95
OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$0.001
OSS Access Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$0 001
OSS Order Charge, per 1,000 LSRs received from the CLEC by one of the OSS	

interactive interfaces, per month (per CLEC basis) First 1,000 LSRs received	NA
OSS Order Charge, 1,000 LSRs received from the CLEC by one of the OSS interactive interfaces, per month (per CLEC basis) Each additional 1,000 LSRs received	NA
OSS Order charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$7 45
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	$19 99
OPERATOR CALL PROCESSING	
Operator Provided Call Handling per min - Using BST LIDB	NA
Call Completion Access Termination Charge per call attempt	NA
Operator Provided Call Handling per min - Using Foreign LIDB	NA
Call Completion Access Termination Charge per call attempt	NA
Operator Provided Call Handling, per call	$0.30
Fully Automated Call Handling per call - Using BST LIDB	$0 15
Fully Automated Call Handling per call - Using Foreign LIDB	$0 15
Recording Charge per announcement	
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Charge – 1st	NA
NRC – Disconnect Charge – Add'l	NA
Recording Charge per Branded Announcement – Disconnect – Intial	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	NA
Loading Charge per branded announcement	
NRC – 1st	NA
NRC – Add'l	NA
INWARD OPERATOR SERVICES	
Verification, per minute	NA
Verification and Emergency Interrupt, per minute	NA
Verification, per call	$0.90
Verification and Emergency Interrupt, per call	$1 95
DIRECTORY ASSISTANCE SERVICES	
Directory Assist Call Completion Access Svc (DACC), per call attempt	$0.12
Call Completion Access Term charge per completed call	NA
Number Services Intercept per query	$0.15
Number Services Intercept per Intercept Query Update	NA
Directory Assistance Access Service Calls, per call	NA
Recording charge per announcement	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Charge – 1st	NA
NRC – Disconnect Charge – Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	$0.25
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Recording Charge per Branded Announcement – Disconnect – Intial	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	NA
Loading charge per audio unit	NA
NRC - Incremental Charge—Manual Svc Order	NA
Loading Charge per branded announcement	

NRC – 1st	NA
NRC – Add'l	NA
Directory Transport	
Directory Transport - Local Channel DS1, per month	$133 81
NRC - 1st	$868 97
NRC - Add'l	$486 83
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge-Manual Svc Order - NRC	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	$23 00
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	$90 00
NRC - 1st	$100 49
NRC - Add'l	$100 49
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge-Manual Svc Order - NRC-1st	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Add'l	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-1st	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-Add'l	NA
Switched Common Transport per DA Access Service per call	NA
Switched Common Transport per DA Access Service per call per mile	NA
Access Tandem Switching per DA Access Service per call	NA
DA Interconnection, per DA Access Service Call	NA
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service charge per listing	NA
Directory Assistance Database Service, per month	NA
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	NA
Direct Access to Directory Assistance Service, per query	NA
Direct Access to Directory Assistance Service, svc estab chg-NRC	NA
NRC-Incremental Charge-Manual Svc Order-1st	NA
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF	
RCF, per number ported (Business Line), 10 paths	NA
RCF, per number ported (Residence Line), 6 paths	NA
RCF, per number ported (Business Line), each path	$1.50
RCF, per number ported (Residence Line), each path	$1 25
RCF, per number ported (Res or Bus Line)	NA
NRC	NA
NRC - Disconnect Chg	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	$0.50
RCF, per service order, per location - NRC - 1st	$25.00
RCF, per service order, per location - NRC - Add'l	$25 00
NRC – Incremental Charge – Manual Svc Order – 1st	NA

NRC – Incremental Charge – Manual Svc Order – Add'l	NA
RCF, per service order, per location - NRC - Disconnect - 1st	NA
RCF, per service order, per location - NRC - Disconnect - Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID	
DID per number ported, Residence - NRC	NA
DID per number ported, Residence - NRC - Disconnect	NA
DID per number ported, Business - NRC	NA
DID per number ported, Business - NRC - Disconnect	NA
DID per service order, per location - NRC - 1st	NA
DID per service order, per location - NRC - Add'l	NA
NRC-Incremental Charge-Manual Svc Order – 1st	NA
NRC-Incremental Charge-Manual Svc Order – Add'l	NA
DID per service order, per location - NRC - Disconnect - 1st	NA
DID per service order, per location - NRC - Disconnect - Add'l	NA
NRC-Incremental Charge-Manual Svc Order – Disconnect -1st	NA
NRC-Incremental Charge-Manual Svc Order – Disconnect - Add'l	NA
DID, per trunk termination, Initial	NA
DID, per trunk termination, Initial - NRC	NA
DID, per trunk termination, Initial - Disconnect	NA
DID, per trunk termination, Subsequent	NA
DID, per trunk termination, Subsequent - NRC	NA
DID, per trunk termination, Subsequent - Disconnect	NA
ACCESS TO POLES, DUCTS, CONDUITS & RIGHTS OF WAY (8)	
Access to Poles, per pole, per foot, per year	NA
Access to Conduits, per foot, per year	NA
Access to Innerduct, per foot, per year	NA
AIN (9)	TBD
AIN, per message	NA
AIN - BellSouth AIN SMS Access Service	NA
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC	NA
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC-Disconnect	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect	NA
AIN SMS Access Service - Storage, per unit (100 Kb)	NA
AIN SMS Access Service - Session, per minute	NA
AIN SMS Access Service - Co. Performed Session, per minute	NA
AIN - BellSouth AIN Toolkit Service	NA
AIN, Service Creation Tools	NA
Service Establishment Charge, per state, initial setup - NRC	NA
Service Establishment Charge, per state, initial setup - NRC - Disconnect	NA
Training Session, per customer - NRC	NA

Training Session, per customer – NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, CDP - NRC	NA
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	NA
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	NA
Query Charge, per query	NA
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	NA
SCP Storage Charge, per SMS Access Acct, per 100 Kb	NA
Monthly report - per AIN Toolkit Service Subscription	NA
Monthly report - per AIN Toolkit Service Subscription - NRC	NA
Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Special Study - Per AIN Toolkit Service Subscription	NA
Special Study - Per AIN Toolkit Service Subscription - NRC	NA
Special Study - Per AIN Toolkit Service Subscription – NRC -Disconnect	NA
Call Event Report - per AIN Toolkit Service Subscription	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Call Event Special Study - per AIN Toolkit Service Subscription	NA
Call Event Special Study - per AIN Toolkit Service Subscription - NRC	NA
Call Event Special Study - per AIN Toolkit Service Subscription - NRC	NA
CALLING NAME (CNAM) QUERY SERVICE	
CNAM (Database Owner), Per Query	$0.016
CNAM (Non-Database Owner), Per Query	$0.01
CNAM (Non-Database Owner), NRC, applicable when Metromedia uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database	$595.00
DARK FIBER	
Per each four-fiber dry fiber arrangement, NRC 1st	$1,808.19
Per each four-fiber dry fiber arrangement, NRC Add'l	$922.95
Per each fiber strand per route mile or fraction thereof, per month	$241.00
Per four fiber strands, per route mile or fraction thereof, per month	NA
NRC – Diconnect – 1st	NA
NRC – Diconnect – Add'l	NA
Per four fiber strands, per route foot or fraction thereof, per month	NA
SELECTIVE ROUTING (10)	
Per Line or PBX Trunk, each	TBD
Per Line or PBX Trunk, NRC	TBD
Customized routing per unique line class code, per request, per switch	NA
NRC	NA
NRC – Incremental Charge – Manual Service Order	NA

Notes:

If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party.

(1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.

(2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.

(3) Access to B Channel or D Channel Packet capabilities will be avail- able only through Bona Fide Request/Bona Fide Request/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/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.

(6) 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.

(7) This charge is only applicable where signaling usage measurement or billing capability does not exist.

(8) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center.

(9) Prices for AIN to be determined upon development of mediation device.

(10) Price for Line Class Codes for Selective Routing shall be determined by the TRA.

Attachment 12

Line Information Database (LIDB)
Storage Agreement

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

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 No. 1 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 control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. 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 _____, 1999, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

III. FEES FOR SERVICE AND TAXES

A. 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

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

(Resale)

ADDENDUM NO. 1
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated _____, 1999, between BellSouth Telecommunications, Inc. ("BST"), and Local Exchange Company ("Local Exchange Company"), effective the _____ day of _____, 1999.

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 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.

(Facilities Based)
ADDENDUM NO. 1
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated _____, 1999, between BellSouth Telecommunications, Inc. ("BST"), and _____("Local Exchange Company"), effective the _____ day of _____, 1999.

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.

Attachment 13

Access To Calling Name (CNAM) Database

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

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

1.00 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 Metromedia Fiber Network Services, Inc. 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 Metromedia access to the BellSouth CNAM SCP for query or record storage purposes.

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

3.00 PHYSICAL CONNECTION AND COMPENSATION

3.01 BellSouth's provision of CNAM Database Services to Metromedia requires interconnection from Metromedia to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement . The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in Attachment 11.

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

3.03 If Metromedia elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that Metromedia desires to query.

4.00 CNAM RECORD INITIAL LOAD AND UPDATES

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

AMENDMENT
TO THE
AGREEMENT BETWEEN
METROMEDIA FIBER NETWORK SERVICES, INC.,
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED MAY 12, 1999

Pursuant to this Agreement, (the "Amendment"), Metromedia Fiber Network Services, Inc., and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 12, 1999 ("Agreement").

WHEREAS, BellSouth and Metromedia Fiber entered into an Interconnection Agreement on May 12, 1999, and;

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

1. The Agreement entered into between BellSouth and Metromedia Fiber, is hereby amended to delete Attachment 4 in its entirety and replace it with a new Attachment 4 which incorporates herein as Exhibit 1, the rules set forth by the FCC in its Decision 99-48, Docket No. 98-147 following.

2. All of the other provisions of the Agreement, dated May 12, 1999, shall remain in full force and effect.

3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Metromedia Fiber Network Services, Inc.	**BellSouth Telecommunications, Inc.**
By: _____	By: _____
Name: Howard Finkelstein	Name: Jerry Hendrix
Title: President	Title: Senior Director
Date: 9/2/99	Date: 9/7/99

ORIGINAL

Exhibit 1

Attachment 4

Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

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

1. SCOPE OF ATTACHMENT

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Metromedia Fiber is occupying the collocation space as a sole occupant or as a Host pursuant to Section 4.

1.2 Right to occupy. Subject to Section 4 of this Attachment, BellSouth hereby grants to Metromedia Fiber a right to occupy that certain area designated by BellSouth within a BellSouth central office premises, of a size which is specified by Metromedia Fiber and agreed to by BellSouth (hereinafter "Collocation Space"). Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth central office premises. The size specified by Metromedia Fiber may contemplate a request for space sufficient to accommodate Metromedia Fiber's growth within a two year period unless otherwise agreed to by the Parties.

1.2.1 Space Reclamation. In the event of space exhaust within a central office premises, Metromedia Fiber may be required to release space to BellSouth to be allocated to other physical collocation applicants when a minimum of fifty percent of the total amount of space in Metromedia Fiber's collocation arrangement is not being utilized within the first year of operation, or 100% of the total amount of space by the end of the second year of operation.

1.3 Use of Space. Metromedia Fiber shall use the Collocation Space for the purposes of installing, maintaining and operating Metromedia Fiber's equipment (to include testing and monitoring equipment) used or useful primarily to interconnect with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, Metromedia Fiber may at its option, place Metromedia Fiber-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, Metromedia Fiber may connect to other interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by Metromedia Fiber pursuant to section 5.6 following. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

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

2. SPACE NOTIFICATION

2.1 Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth will permit Metromedia Fiber to physically collocate, pursuant to the terms of this Attachment, at any BellSouth central office premises, unless BellSouth has determined that there is no space available due to space limitations or no space available due to technical infeasibility. BellSouth will respond to an application within ten (10) business days as to whether space is available or not available within a BellSouth central office premises.

2.2 Reporting. Upon request from Metromedia Fiber, BellSouth will provide a written report specifying the amount of collocation space available at the central office premises requested, the number of collocators present at the central office premises, any modifications in the use of the space since the last report or the central office premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.2.1 The request from Metromedia Fiber must be written and must include the central office premises and Common Language Location Identification (CLLI) code of the central office premises. Such information regarding central office premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

2.2.2 BellSouth will respond to a request for a particular Central Office location within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes up to and including five (5) Central Office locations within the same state. The response time for requests of more than five (5) shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify Metromedia Fiber and inform Metromedia Fiber of the time frame under which it can respond.

2.3 Denial of Application. After notifying Metromedia Fiber that BellSouth has no available space in the requested Central Office ("Denial of Application"), BellSouth will allow Metromedia Fiber, upon request, to tour the entire Central Office within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Central Office must be received by BellSouth within five (5) business days of the Denial of Application.

2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6).

2.5 Waiting List. On a first come first served basis, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the central office premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. Upon request BellSouth will advise Metromedia Fiber as to its position on said list.

2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all central office premises that are without available space. BellSouth shall update such document within ten (10) business days of the

Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

2.7 State Agency Procedures. Notwithstanding the foregoing, should any state regulatory agency impose a procedure different than procedures set forth in this section, that procedure shall supersede the requirements set forth herein.

2. COLLOCATION OPTIONS

3.1 Cageless. Except where local building code does not allow cageless collocation, BellSouth shall allow Metromedia Fiber to collocate Metromedia Fiber's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow Metromedia Fiber to have direct access to its equipment and facilities but may require Metromedia Fiber to use a central entrance to the BellSouth Central Office. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where Metromedia Fiber'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, Metromedia Fiber 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 Metromedia Fiber's equipment and facilities at Metromedia Fiber's option or if required by local building code. Metromedia Fiber must arrange with a BellSouth certified contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at its sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, Metromedia Fiber and Metromedia Fiber's BellSouth certified contractor must comply with local building code requirements. Metromedia Fiber'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 Metromedia Fiber directly for all work performed for Metromedia Fiber pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. Metromedia Fiber 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 Metromedia Fiber's locked enclosure prior to notifying Metromedia Fiber.

3.2.1 BellSouth has the right to review Metromedia Fiber's plans and specifications prior to allowing construction to start. BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's guidelines and specifications and to require Metromedia Fiber to remove or correct at Metromedia Fiber's cost any structure that does not meet these standards.

3.3 Shared (Subleased) Caged Collocation. Metromedia Fiber may allow other telecommunications carriers to share Metromedia Fiber's caged collocation arrangement pursuant to terms and conditions agreed to by Metromedia Fiber ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared (Subleased) Caged Collocation and (2) where the BellSouth central office premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. The terms and conditions of the agreement between the Host and its Guests shall be written and a copy provided to the BellSouth contact specified in Section 15 within ten (10) business days of its execution and prior to any Firm Order. Further, said agreement shall incorporate by reference the rates, terms, and conditions of this Attachment between BellSouth and Metromedia Fiber.

3.3.1 Metromedia Fiber 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. The initial Guest application shall require the assessment of an Application Fee, as set forth in Exhibit A. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provisions of the services and access to unbundled network elements.

3.3.2 Metromedia Fiber shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Metromedia Fiber's Guests in the Collocation Space.

3.4 Adjacent Collocation. BellSouth will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Central Office is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Central Office property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by Metromedia Fiber and in conformance with BellSouth's design and construction specifications. Further, Metromedia Fiber shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for Adjacent Collocation.

3.4.1 Should Metromedia Fiber elect such option, Metromedia Fiber must arrange with a BellSouth certified contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Metromedia Fiber and Metromedia Fiber's contractor must comply with local building code requirements. Metromedia Fiber's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Metromedia Fiber's BellSouth Certified Vendor shall bill Metromedia Fiber directly for all work performed for Metromedia Fiber pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. Metromedia Fiber must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except

in cases of emergency, BellSouth shall not access Metromedia Fiber's locked enclosure prior to notifying Metromedia Fiber.

3.4.2 BellSouth maintains the right to review Metromedia Fiber's plans and specifications prior to construction of an Adjacent Arrangement(s). BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to commencement, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require Metromedia Fiber, at Metromedia Fiber's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

3.4.3 Metromedia Fiber 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 Metromedia Fiber's option, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.

3.4.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 proceeding.

4. OCCUPANCY

4.1 Commencement Date. The "Commencement Date" shall be the day Metromedia Fiber's equipment becomes operational as described in Article 4.2, following.

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

notice to BellSouth. Upon termination of such occupancy, Metromedia Fiber at its expense shall remove its equipment and other property from the Collocation Space. Metromedia Fiber shall have thirty (30) days from the termination date to complete such removal, including the removal of all equipment and facilities of Metromedia Fiber's Guests; provided, however, that Metromedia Fiber shall continue payment of monthly fees to BellSouth until such date as Metromedia Fiber has fully vacated the Collocation Space. Should Metromedia Fiber fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of Metromedia Fiber at Metromedia Fiber's expense and with no liability for damage or injury to Metromedia Fiber's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Attachment, Metromedia Fiber shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the Metromedia Fiber except for ordinary wear and tear. Metromedia Fiber shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

5. USE OF COLLOCATION SPACE

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment used or useful for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services. Such equipment used or useful for interconnection and access to unbundled network elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and multiplexers, and digital subscriber line access multiplexers, routers, asyncronous transfer mode multiplexers, and remote switching modules. Nothing in this section requires BellSouth to permit collocation of equipment used solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of requesting carriers to use all the features, functions, and capabilities of equipment collocated pursuant to this section.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards.

5.1.2 Metromedia Fiber 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 central office premises.

5.1.3 Metromedia Fiber shall place a plaque or other identification affixed to Metromedia Fiber's equipment necessary to identify Metromedia Fiber's equipment, including a list of emergency contacts with telephone numbers.

5.2 Entrance Facilities. Metromedia Fiber may elect to place Metromedia Fiber-owned or Metromedia Fiber-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Central Office building housing the Collocation Space, such as an entrance manhole or a cable vault which are

physically accessible by both parties. Metromedia Fiber will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. Metromedia Fiber will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the Metromedia Fiber's equipment in the Collocation Space. In the event Metromedia Fiber utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Metromedia Fiber must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Metromedia Fiber is responsible for maintenance of the entrance facilities At Metromedia Fiber's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions.

5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each central office 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 Metromedia Fiber 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 Metromedia Fiber's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

5.2.2 Shared Use. Metromedia Fiber may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another Metromedia Fiber collocation arrangement within the same BellSouth Central Office. Metromedia Fiber must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to Metromedia Fiber-provided riser cable.

5.3 Splicing in the Entrance Manhole. Although not generally permitted, should Metromedia Fiber 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 Metromedia Fiber by BellSouth, Metromedia Fiber shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

5.4 Demarcation Point. BellSouth will designate the point(s) of interconnection between Metromedia Fiber'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. Metromedia Fiber shall be responsible for providing, and Metromedia Fiber's BellSouth Certified Vendor shall be responsible for installing and properly labelling/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. Metromedia Fiber or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 5.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At Metromedia Fiber's option, a Point of Termination (POT) bay or frame may be placed in the Collocation Space.

5.5 Metromedia Fiber's Equipment and Facilities. Metromedia Fiber, or if required by this Attachment, Metromedia Fiber's BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Metromedia Fiber. 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, Metromedia Fiber may directly connect to other Interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through facilities owned by Metromedia Fiber or through BellSouth facilities designated by Metromedia Fiber, at Metromedia Fiber's option. Such connections to other carriers may be made using either optical or electrical facilities. Metromedia Fiber may deploy such optical or electrical connections directly between its own facilities and the facilities of other Interconnector(s) without being routed through BellSouth equipment.

5.6.1 If Metromedia Fiber requests a co-Carrier cross-connect after the initial installation, Metromedia Fiber must submit an application with a Subsequent Application Fee. Metromedia Fiber must use a Certified Vendor to place the co-Carrier cross connect, except in cases where the Metromedia Fiber equipment and the equipment of the other Interconnector are located within contiguous collocation spaces. In cases where Metromedia Fiber's equipment and the equipment of the other Interconnector are located in contiguous collocation spaces, Metromedia Fiber will have the option to deploy the co-Carrier cross connects between the sets of equipment. Where cable support structure exists for such connection there will be a recurring charge per linear foot of support structure used. When cable support structures do not exist and must be constructed a non-recurring charge for the individual case will be assessed.

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

5.8 Access. Pursuant to Section 11, Metromedia Fiber shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Metromedia Fiber agrees to provide the name, social security number, and date of birth 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. Metromedia Fiber agrees to be responsible for all Access Keys and for the return of all said

Access Keys in the possession of Metromedia Fiber employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Metromedia Fiber or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

5.8.1 Lost or Stolen Access Keys. Metromedia Fiber shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Metromedia Fiber will pay BellSouth $250.00 per Access Key(s) lost or stolen. 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), Metromedia Fiber shall pay for all reasonable costs associated with the re-keying.

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

5.10 Personalty and its Removal. Subject to requirements of this Attachment, Metromedia Fiber may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business; Provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by Metromedia Fiber 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 Metromedia Fiber at any time. Any damage caused to the Collocation Space by Metromedia Fiber's employees, agents or representatives during the removal of such property shall be promptly repaired by Metromedia Fiber at its expense.

5.11 Alterations. In no case shall Metromedia Fiber or any person acting on behalf of Metromedia Fiber make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written

consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Metromedia Fiber.

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

6. ORDERING AND PREPARATION OF COLLOCATION SPACE

6.1 Application for Space. Metromedia Fiber shall submit an application document when Metromedia Fiber or Metromedia Fiber's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Collocation Space.

6.1.1 Initial Application. For Metromedia Fiber or Metromedia Fiber's Guest(s) initial equipment placement, Metromedia Fiber shall submit to BellSouth a complete and accurate Application and Inquiry document (Bona Fide Application), together with payment of the Application Fee as stated in Exhibit A. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Metromedia Fiber's Collocation Space(s) and an estimate of the amount of square footage required.

6.1.2 Subsequent Application Fee. In the event Metromedia Fiber or Metromedia Fiber's Guest(s) desire to modify the use of the Collocation Space, Metromedia Fiber shall complete an Application document detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in Exhibit A. Said minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Central Office premises are required to accommodate the change requested by Metromedia Fiber in the Application. Such necessary modifications to the Central Office 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 Metromedia Fiber for its request to modify the use of the Collocation Space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to Metromedia Fiber. The fee for an application where the modification requested has limited effect (e.g., does not require capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. All other modifications shall require a Subsequent Application Fee assessed at the applicable application fee. 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 Metromedia Fiber within 30 calendar days following Metromedia Fiber's receipt of a bill or invoice from BellSouth.

6.2 Application Response. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond within ten (10) business days of receipt of an Application whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available,

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

6.3 Bona Fide Firm Order. Metromedia Fiber shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires Metromedia Fiber to complete the Application/Inquiry process described in Subsection 6.1, preceding, and submit the Expanded Interconnection Bona Fide Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response provided by BellSouth ("Bona Fide Firm Order") and all appropriate fees. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's response to Metromedia Fiber's Application/Inquiry. If Metromedia Fiber makes changes to its application in light of BellSouth's written Application Response, BellSouth will be required to re-evaluate and respond to the change(s). In this event, BellSouth's provisioning interval will not start until the re-evaluation and response to the change(s) is complete and the Bona Fide Firm Order is received by BellSouth and all appropriate fees and duties have been executed. If BellSouth needs to reevaluate Metromedia Fiber's application as a result of changes requested by Metromedia Fiber to Metromedia Fiber's original application, then BellSouth will charge Metromedia Fiber a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require Metromedia Fiber to resubmit the application with an application fee.

6.3.1 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Metromedia Fiber's Bona Fide Firm Order within five (5) business days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date.

6.3.2 BellSouth will permit one accompanied site visit to Metromedia Fiber's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Metromedia Fiber.

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

6.3.4 Metromedia Fiber must submit to BellSouth the completed Access Control Request Form (RF-2906-A) for all employees or agents requiring access to the BellSouth

Central Office a minimum of 30 calendar days prior to the date Metromedia Fiber desires access to the Collocation Space.

6.4 Construction and Provisioning Interval. BellSouth will negotiate construction and provisioning intervals per request on an individual case basis. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 business days from receipt of a complete and accurate Bona Fide Firm Order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other collocation space ("extraordinary conditions") within 130 business days of the receipt of a complete and accurate Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement.

6.4.1 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and Metromedia Fiber will commence within a maximum of 15 business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to Metromedia Fiber during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.

6.4.2 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within 7 business days of the completion of finalized construction designs and specifications.

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

6.5 Use of Certified Vendor. Metromedia Fiber shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. In some cases, Metromedia Fiber must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide Metromedia Fiber with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing Metromedia Fiber'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 Metromedia Fiber upon successful completion of installation. The Certified Vendor shall bill Metromedia Fiber directly for all work performed for Metromedia Fiber 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 Metromedia Fiber or any vendor proposed by Metromedia Fiber.

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

6.7 Basic Telephone Service. Upon request of Metromedia Fiber, 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. Metromedia Fiber's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by Metromedia Fiber divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, or ground plane addition. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will reimburse Metromedia Fiber in an amount equal to Metromedia Fiber reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

6.9 Virtual Collocation Transition. BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its F.C.C. Tariff No. 1. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, Metromedia Fiber may purchase 2-wire and 4-wire Cross-Connects as set forth in Exhibit A, and Metromedia Fiber 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, Metromedia Fiber may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Metromedia Fiber, such information will be provided to Metromedia Fiber in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to Metromedia Fiber within 180 days of BellSouth's written denial of Metromedia Fiber's request for physical collocation, & (ii) Metromedia Fiber was not informed in the written denial that physical collocation space would become available within such 180 days, then Metromedia Fiber may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation credit for any Metromedia Fiber must arrange with a BellSouth certified vendor for the relocation of

equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

6.10 Cancellation. If, at anytime, Metromedia Fiber cancels its order for the Collocation Space(s), Metromedia Fiber 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 Metromedia Fiber would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.11 Licenses. Metromedia Fiber, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

7. RATES AND CHARGES

7.1 Non-recurring Fees. In addition to the Application Fee referenced in Section 6, preceding, Metromedia Fiber 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 Metromedia Fiber'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 Metromedia Fiber requests a modification to the arrangement.

7.2 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 6, preceding.

7.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed.

7.4 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power Metromedia Fiber's equipment. When the Collocation Space is enclosed , Metromedia Fiber shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Metromedia Fiber 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 Metromedia Fiber's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Metromedia Fiber 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 Metromedia Fiber first occupies the Collocation Space, whichever is sooner.

7.5 Power. BellSouth shall supply –48 Volt (-48V) DC power for Metromedia Fiber's Collocation Space within the central office premises and shall make available AC power at Metromedia Fiber's option for Adjacent Arrangement collocation.

7.5.1 Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to Metromedia Fiber'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 Metromedia Fiber's certified vendor. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized), and installed by Metromedia Fiber's certified power vendor. Metromedia Fiber'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 Metromedia Fiber's request to collocate in that Central Office ("Power Plant Construction"), Metromedia Fiber 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 Metromedia Fiber 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. Metromedia Fiber shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. Metromedia Fiber 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. Metromedia Fiber 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 Metromedia Fiber 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.

7.5.2 Charges for AC power will be assessed per breaker ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth Service Panel, fuses and power cables must be engineered (sized), and installed by Metromedia Fiber's certified vendor. Metromedia Fiber's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis.

7 6 Security Escort. A security escort will be required whenever Metromedia Fiber or its approved agent desires access to the entrance manhole or must have access to the Central Office 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.

7.7 Rate "True-Up." The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, Metromedia Fiber shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Metromedia Fiber. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

7.8 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party. Payment of all other charges under this Attachment shall be due thirty (30) days after receipt of the bill (payment due date). Metromedia Fiber will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

8. INSURANCE

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

8.2 Metromedia Fiber 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 Metromedia Fiber 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 Attachment upon thirty (30) days notice to Metromedia Fiber 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 Metromedia Fiber shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Central Office and shall remain in effect for the term of this Attachment or until all Metromedia Fiber's property has been removed from BellSouth's Central Office, whichever period is longer. If Metromedia Fiber fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Metromedia Fiber.

8.5 Metromedia Fiber 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. Metromedia Fiber shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from Metromedia Fiber's insurance company. Metromedia Fiber shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

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

8.6 Metromedia Fiber must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

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

9. MECHANICS LIENS

9.1 If any mechanics lien or other liens shall be filed against property of either party (BellSouth or Metromedia Fiber), 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 Metromedia Fiber's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Metromedia Fiber's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Metromedia Fiber adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Metromedia Fiber 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 Only BellSouth employees, BellSouth certified vendors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of Metromedia Fiber will be permitted in the BellSouth Central Office. Metromedia Fiber 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 Central Office. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the Metromedia Fiber name. BellSouth reserves the right to remove from its premises any employee of Metromedia Fiber not possessing identification issued by Metromedia Fiber. Metromedia Fiber shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Metromedia Fiber shall be solely responsible for ensuring that any Guest of Metromedia Fiber is in compliance with all subsections of this Section 11.

11.1.1 Metromedia Fiber will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Metromedia Fiber employee being considered for work on the BellSouth Central Office, for the states/counties where the Metromedia Fiber 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 Metromedia Fiber will be required to administer to their personnel assigned to the BellSouth Central Office security training either provided by BellSouth, or meeting criteria defined by BellSouth.

11.1.3 Metromedia Fiber shall not assign to the BellSouth Central Office any personnel with records of felony criminal convictions. Metromedia Fiber shall not assign to the BellSouth Central Office any personnel with records of misdemeanor convictions, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Metromedia Fiber personnel who have been identified to have misdemeanor criminal convictions.

11.1.4 For each Metromedia Fiber employee requiring access to a BellSouth Central Office pursuant to this agreement, Metromedia Fiber shall furnish BellSouth, prior to an employee gaining such access, a notarized affidavit certifying that the aforementioned background check and security training were completed. The affidavit will contain a statement certifying 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, Metromedia Fiber will disclose the nature of the convictions to BellSouth at that time.

11.1.5 At BellSouth's request, Metromedia Fiber shall promptly remove from the BellSouth's premises any employee of Metromedia Fiber BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth.

11.2 Notification to BellSouth. BST reserves the right to interview Metromedia Fiber's employees, agents, or contractors. Metromedia Fiber and its contractors shall cooperate fully with BellSouth's .nvestigation into allegations of wrongdoing or criminal conduct committed by or involving Metromedia Fiber's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Metromedia Fiber for all costs associated with investigations involving its employees, agents, or contractors if it can be reasonably established that Metromedia Fiber's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Metromedia Fiber for BellSouth property which is stolen or damaged where an investigation determines the culpability of Metromedia Fiber's employees, agents, or contractors. Metromedia Fiber shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. BellSouth reserves the right to permanently remove from its premises any employee of Metromedia Fiber 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. Metromedia Fiber shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

11.3 Use of BellSouth Supplies by Metromedia Fiber Employees. Use of any BellSouth supplies by a Metromedia Fiber employee, 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 Metromedia Fiber as may be all associated investigative costs. At BellSouth's request, Metromedia Fiber shall promptly and permanently remove from BellSouth's Central Office any employee of Metromedia Fiber found to be in violation of this rule.

11.4 Use of Official Lines by Metromedia Fiber Employees. Except for local calls necessary in the performance of their work, Metromedia Fiber employees shall not use the telephones on BellSouth Central Office. Charges for unauthorized telephone calls made by a Metromedia Fiber's employees may be charged to Metromedia Fiber as may be all associated investigative costs. At BellSouth's request, Metromedia Fiber shall promptly and permanently remove from BellSouth's premises any employee of Metromedia Fiber found to be in violation of this rule.

11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of any CLEC for the improper actions of its employees.

12. DESTRUCTION OF COLLOCATION SPACE

12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Metromedia Fiber'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 Metromedia Fiber's permitted use, or is damaged and the option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed promptly without expense to Metromedia Fiber, 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. Metromedia Fiber 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 Metromedia Fiber's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Metromedia Fiber. Where allowed and where practical, Metromedia Fiber may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Metromedia Fiber shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Metromedia Fiber's permitted use, until such Collocation Space is fully repaired and restored and Metromedia Fiber's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where Metromedia Fiber has placed an Adjacent Arrangement pursuant to section 3.4, Metromedia Fiber shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. EMINENT DOMAIN

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

14. NONEXCLUSIVITY

12.1 Metromedia Fiber understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

EXHIBIT A: BELLSOUTH/Metromedia Fiber 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	$1600 00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,400 00
	Ground Bar*	Per Connection		$720 00
	Project Management*	Per arrangement		$1675 00
	Cable Racking / Fiber Duct	Per arrangement, square foot		ICB
	Frame / Aisle Lighting	Per arrangement, square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure **(Note 3)** *Requested Prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$189.86	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$19.28	NA
PE1PJ	Floor Space	Per square foot	$3.85	NA
PE1BD	Cable Installation	Per Cable	NA	$2,335.00 Disconnect Charge $54.39
PE1PM	Cable Support Structure	Per entrance cable	$23.23	NA

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1PL	Power -48V DC Power 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277V 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 PE1F2 PE1F4	Cross Connects **(Note 4)** 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per Cross Connect	 $ 28 $ 56 $2.14 $38 63 $10 44 $18 76	First / Additional $30 76 / $29 40 $31.01 / $29 58 $60.81 / $41.71 $57 80 / $39.81 $73 00 / $52.00 $88.00 / $67.00
	2-wire 4-wire DS-1 DS-3			Disconnect Charges First / Additional $12.75 / $11.38 $12.82 / $11 39 $12.85 / $11.50 $14 93 / $11 76
PE1ES Fiber PE1DS Copper	Co-Carrier Cross-Connect **(Note 5)** Fiber Arrangement Copper or Coaxial	Cable Support Structure, per linear foot (existing) Cable Support Structure (new)	$0.06 $0.03 NA	NA NA ICB
PE1A1	Security Access System Security system* New Access Card Activation* Administrative change, existing card* Replace lost or stolen card*	 Per Central Office Per Card Per Card Per Card	 $52.00	 $55.00 $35.00 $250.00
	Space Availability Report*	Per Central Office Requested		$550.00

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	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		$25.89	NA
PE1B4	4 Fiber Cross-Connect		$34.91	NA
AEH	Additional Engineering Fee **(Note 6)**	Per request, First half hour/Add'l Half hour		First / Additional Basic Time - $31 00 / $22 00 Overtime - $37 00 / $26.00
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	$43.47/$25.82
PE1OT	Overtime	hour/Additional	NA	$55 25/$32.79
PE1PT	Premium Time	Half-hour	NA	$67.03/$39.76

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

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

(1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation Should the Subsequent Application Fee not be included as part of this Attachment, Metromedia Fiber 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 Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event Metromedia Fiber opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Metromedia Fiber as prescribed in Section 7 of the Collocation Attachment.

(3) **Space Enclosure**. For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Metromedia Fiber may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill Metromedia Fiber for the space enclosure, and this fee shall not be applicable.

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

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

(5) **Co-Carrier Cross-Connect:** As stated in Section 1.2 of the Collocation Attachment, Metromedia Fiber may connect to other CLECs within the designated Central Office 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. 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 Metromedia Fiber-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, Metromedia Fiber agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/Metromedia Fiber 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	$1600 00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,400 00
	Ground Bar*	Per Connection		$720 00
	Project Management*	Per arrangement		$1675 00
	Cable Racking / Fiber Duct	Per arrangement, square foot		ICB
	Frame / Aisle Lighting	Per arrangement, square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure **(Note 3)** *Requested Prior to 6/1/99*			
PE1BW	Wire Cage	Per first 100 sq. Ft.	$41.99	NA
PE1BC	Gypsum Board Cage	Per first 100 sq. Ft.	$84.10	NA
PE1BF	Fire Rated Cage	Per first 100 sq. Ft.	$99.73	NA
PE1CW	Wire Cage	Per add'l 50 sq. Ft.	$4.14	NA
PE1CC	Gypsum Board Cage	Per add'l 50 sq. Ft.	$9.35	NA
PE1CF	Fire Rated Cage	Per add'l 50 sq. Ft.	$11.30	NA
PE1PJ	Floor Space	Per sq. Ft.	$4.25	NA
PE1BD	Cable Installation	Per Cable	$2.77	$1,056.00
PE1PM	Cable Support Structure		$22.94	NA

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1PL	Power			
	-48V DC Power	Per amp	$7 14	ICB
	120V AC Power single phase *	Per breaker amp	$5 50	ICB
	240V AC Power single phase*	Per breaker amp	$11 00	ICB
	120V AC Power three phase*	Per breaker amp	$16 50	ICB
	277V AC Power three phase*	Per breaker amp	$38.20	ICB
	Cross Connects **(Note 4)**	Per Cross Connect		
PE12C	2-wire		$ 0524	$11 57
PE14C	4-wire		$.0524	$11 57
PE11S	DS-1/DCS		$8.085	$69 64
PE11X	DS-1/DSX		$.4110	$69 64
PE13S	DS-3/DCS		$56 97	$528 00
PE13X	DS-3/DSX		$10.06	$528 00
PE1F2	Optical Cross Connects		$6.46	$2,431 00
	Co-Carrier Cross-Connect **(Note 5)**			
PE1ES	Fiber Cable Support Structure, existing	Per linear foot	$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear foot	$0.03	NA
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1A2	Security Access System			
	Security System*	Per Central Office	$95.00	
	New Access Card Activation*	Per request-5 cards	NA	$85.12
	Administrative change, existing card*	Per Card		$35 00
	Replace lost or stolen card*	Per Card		$250 00
	Space Availability Report *	Per Central Office Requested		$550.00
	POT Bay **(Note 6)**		NA	NA

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
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			
	Basic Time	Per ¼ hour	NA	$10.89
	Overtime	Per ¼ hour	NA	$13 64
	Premium Time	Per ¼ hour	NA	$16 40

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **Subsequent Application Fee**: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Metromedia Fiber 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 Central Office, which include survey, engineering, design and modification costs for network, building and support systems. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and type of arrangement requested.

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Metromedia Fiber may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill Metromedia Fiber 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/Metromedia Fiber RATES - FLORIDA PHYSICAL COLLOCATION (cont.)

(5) **Co-Carrier Cross-Connect** As stated in Section 5 of the Collocation Attachment, Metromedia Fiber may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply

(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 Metromedia Fiber 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 Metromedia Fiber-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, Metromedia Fiber agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/Metromedia Fiber 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	$1600 00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**	Per square foot	NA	$100.00
	Space Enclosure **(Note 3)**			
	Cages Prior to 6/1/99			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$170.64	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$17.33	NA
	Floor Space			
PE1PJ	Zone A	Per square foot	$7 50	NA
PE1PK	Zone B	Per square foot	$6.75	NA
PE1BD	Cable Installation	Per Cable	NA	$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	$13.35	NA
PE1PL	Power			
	-48V DC Power	Per amp	$7.14	ICB
	120V AC Power single phase*	Per breaker amp	$5.50	ICB
	240V AC Power single phase*	Per breaker amp	$11.00	ICB
	120V AC Power three phase*	Per breaker amp	$16.50	ICB
	277V AC Power three phase*	Per breaker amp	$38.20	ICB
	Cross Connects	Per Cross Connect		First / Additional
PE1P2	2-wire		$.30	$12.60 / $12.60
PE1P4	4-wire		$.50	$12 60 / $12.60
PE1P1	DS-1		$8.00	$155 00 / $27.00
PE1P3	DS-3		$72.00	$155.00 / $27.00
PE1F2	2-fiber		$10.29	$73.00 / $52.00
PE1F4	4-fiber		$18.50	$88.00 / $67.00

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Co-Carrier Cross-Connect **(Note 4)**			
PE1ES	Fiber Cable Support Structure, existing	Per linear foot	$0 06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear foot	$0 03	NA
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1A1	Security Access System			
	Security system*	Per Central Office	$52.00	
	New Access Card Activation*	Per Card		$55.00
	Administrative change, existing card*	Per Card		$35.00
	Replace lost or stolen card*	Per Card		$250.00
	Space Availability Report*	Per Central Office 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		$25.53	NA
PE1B4	4 Fiber Cross-Connect		$34.43	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			
PE1BT	Basic Time	Per 1/2	NA	$41.00/$25.00
PE1OT	Overtime	hour/Additional	NA	$48.00/$30.00
PE1PT	Premium Time	Half-hour	NA	$55.00/$35.00

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

Note(s)

N/A refers to rate elements which do not have a negotiated rate

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

(2) **Space Preparation Fee**: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with the shared physical collocation area within a Central Office, 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 Metromedia Fiber opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Metromedia Fiber as prescribed in Section 7 of the Collocation Attachment.

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Metromedia Fiber may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill Metromedia Fiber 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, Metromedia Fiber may connect to other CLECs within the designated Central Office 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. 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 Metromedia Fiber-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, Metromedia Fiber agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/Metromedia Fiber 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	$1600 00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,400.00
	Ground Bar*	Per Connection		$720 00
	Project Management*	Per arrangement		$1,675.00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure **(Note 3)** *Prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$201.02	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.42	NA
PE1PJ	Floor Space	Per square foot	$5.00	NA
PE1BD	Cable Installation	Per Cable	NA	$2,327.08
PE1PM	Cable Support Structure	Per entrance cable	$24.23	NA
PE1PL	Power			
	-48V DC Power	Per amp	$7.68	ICB
	120V AC Power single phase*	Per breaker amp	$5.50	ICB
	240V AC Power single phase*	Per breaker amp	$11.00	ICB
	120V AC Power three phase*	Per breaker amp	$16.50	ICB
	277V AC Power three phase*	Per breaker amp	$38.20	ICB

EXHIBIT A: BELLSOUTH/Metromedia Fiber RATES - KENTUCKY PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects	Per Cross Connect		First / Additional
PE1P2	2-wire		$ 31	$54.21/$51 07
PE1P4	4-wire		$ 62	$54 23/$50.96
PE1P1	DS-1		$1 92	$99.23/$69.15
PE1P3	DS-3		$39 94	$97 48/$66.90
PE1F2	2-fiber		$13 28	$73.00/$52 00
PE1F4	4-fiber		$23 87	$88 00/$67.00
	Co-Carrier Cross-Connect **(Note 5)**			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	$0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1	Security Access System			
	Security system	Per Central Office	$52.00	
	New Access Card Activation	Per Card		$55.00
	Administrative change, existing card	Per Card		$35.00
	Replace lost or stolen card	Per Card		$250.00
TBD	Space Availability Report	Per Central Office Requested	NA	$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		$32.94	NA
PE1B4	4 Fiber Cross-Connect		$44.42	NA
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	$56.09/$31.99
PE1OT	Overtime	hour/Additional	NA	$67.75/$39.00
PE1PT	Premium Time	Half-hour	NA	$79.41/$46.01

EXHIBIT A: BELLSOUTH/Metromedia Fiber RATES - KENTUCKY PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
AEH	Additional Engineering Fee (Note 5)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - $31 00/$22 00 Overtime - $37 00/$26 00

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, Metromedia Fiber 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 Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event Metromedia Fiber opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Metromedia Fiber as prescribed in Section 7 of the Collocation Attachment.

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Metromedia Fiber may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill Metromedia Fiber 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, Metromedia Fiber may connect to other CLECs within the designated Central Office 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. 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 Metromedia Fiber-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, Metromedia Fiber agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/Metromedia Fiber 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	$1600 00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,400 00
	Ground Bar*	Per Connection		$720.00
	Project Management*	Per arrangement		$1,675.00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure **(Note 3)** *Prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$197.55	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.07	NA
PE1PJ	Floor Space	Per square foot	$4.01	NA
PE1BD	Cable Installation	Per Cable	NA	$1,706.00 Disconnect charge $36.00
PE1PM	Cable Support Structure	Per entrance cable	$24.05	NA
PE1PL	Power			
	-48V DC Power	Per amp	$7.15	ICB
	120V AC Power single phase*	Per breaker amp	$5.50	ICB
	240V AC Power single phase*	Per breaker amp	$11.00	ICB
	120V AC Power three phase*	Per breaker amp	$16.50	ICB
	277V AC Power three phase*	Per breaker amp	$38.20	ICB

EXHIBIT A: BELLSOUTH/Metromedia Fiber RATES - LOUISIANA PHYSICAL COLLOCATION (cont.)

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)
	Cross Connects (**Note 4**)	Per Cross Connect		First / Additional
PE1P2	2-wire		$ 26	$23 04/$22 11
PE1P4	4-wire		$ 52	$23 23/$22.24
PE1P1	DS-1		$2.03	$43.61/$30.60
PE1P3	DS-3		$36 27	$41 46/$29.20
PE1F2	2-fiber		$10 20	$73.00/$52.00
PE1F4	4-fiber		$18 34	$88 00/$67.00
				Disconnect charges
				First / Additional
	2-wire			$9.48/$8.54
	4-wire			$9 53/$8 55
	DS-1			$9 56/$8.63
	DS-3			$11.06/$8.86
	Co-Carrier Cross-Connect **(Note 5)**			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	$0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1	Security Access System			
	Security system*	Per Central Office	$52.00	
	New Access Card Activation*	Per Card		$55 00
	Administrative change, existing card*	Per Card		$35.00
	Replace lost or stolen card	Per Card		$250.00
TBD	Space Availability Report*	Per Central Office Requested		$550.00

EXHIBIT A: BELLSOUTH/Metromedia Fiber RATES - LOUISIANA PHYSICAL COLLOCATION (cont.)

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)
	POT Bay Arrangements	Per Cross Connect		
	Prior to 6/1/99			
PE1PE	2 Wire Cross-Connect		$0.0776	NA
PE1PF	4 Wire Cross-Connect		$0.1552	NA
PE1PG	DS1 Cross-Connect		$0.6406	NA
PE1PH	DS3 Cross-Connect		$4.75	NA
PE1B2	2 Fiber Cross-Connect		$25.30	NA
PE1B4	4 Fiber Cross-Connect		$34.12	NA
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	$32.35/$19.95
PE1OT	Overtime	hour/Additional	NA	$40.50/$25.00
PE1PT	Premium Time	Half-hour	NA	$48.66/$30.05
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

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, Metromedia Fiber 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 Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event Metromedia Fiber opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Metromedia Fiber as prescribed in Section 7 of the Collocation Attachment.

EXHIBIT A: BELLSOUTH/Metromedia Fiber RATES - LOUISIANA PHYSICAL COLLOCATION (cont.)

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Metromedia Fiber may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill Metromedia Fiber for the space enclosure, and this fee shall not be applicable.

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

		Disconnect Charges
	First / Additional	First / Additional
2-wire	$24.92/$23.99	$10.56/$9 62
4-wire	$25.11/$24.12	$10.61/$9.63
DS-1	$45.49/$32.48	$10.64/$9.71
DS-3	$43.34/$31.08	$12.14/$9 94

(5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Metromedia Fiber may connect to other CLECs within the designated Central Office 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. 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 Metromedia Fiber-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, Metromedia Fiber agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/Metromedia Fiber 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	$1600 00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,400 00
	Ground Bar*	Per Connection		$720 00
	Project Management*	Per arrangement		$1,675 00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure **(Note 3)** *Prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$205.08	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.83	NA
PE1PJ	Floor Space	Per square foot	$3.45	Disconnect charge $53.24
PE1BD	Cable Installation	Per Cable	NA	$2,419.00
PE1PM	Cable Support Structure	Per entrance cable	$22.90	NA
PE1PL	Power			
	-48V DC Power	Per amp	$6.93	ICB
	120V AC Power single phase*	Per breaker amp	$5.50	ICB
	240V AC Power single phase*	Per breaker amp	$11.00	ICB
	120V AC Power three phase*	Per breaker amp	$16.50	ICB
	277V AC Power three phase*	Per breaker amp	$38.20	ICB

EXHIBIT A: BELLSOUTH/Metromedia Fiber RATES - MISSISSIPPI PHYSICAL COLLOCATION (cont.)

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)
	Cross Connects (**Note 4**)	Per Cross Connect		First / Additional
PE1P2	2-wire		$ 3996	$30 93/$29 59
PE1P4	4-wire		$ 7992	$31 17/$29.77
PE1P1	DS-1		$2.90	$60 42/$41 68
PE1P3	DS-3		$53 31	$57 45/$39 81
PE1F2	2-fiber		$15.82	$73 00/$52.00
PE1F4	4-fiber		$28 43	$88 00/$67 00
				Disconnect Charges
				First / Additional
	2-wire			$12 76/$11.43
	4-wire			$12 83/$11.43
	DS-1			$12 87/$11 54
	DS-3			$14 92/$11 80
	Co-Carrier Cross-Connect (**Note 5**)			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	$0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1	Security Access System			
	Security system*	Per Central Office	$52.00	
	New Access Card Activation*	Per Card		$55.00
	Administrative change, existing card*	Per Card		$35.00
	Replace lost or stolen card	Per Card		$250.00
TBD	Space Availability Report*	Per Central Office Requested		$550.00

EXHIBIT A: BELLSOUTH/Metromedia Fiber RATES - MISSISSIPPI PHYSICAL COLLOCATION (cont.)

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)
	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		$39 23	NA
PE1B4	4 Fiber Cross-Connect		$52.91	NA
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			
PE1BT	Basic Time	Per 1/2	NA	$42.87/$25 54
PE1OT	Overtime	hour/Additional	NA	$54.43/$32.41
PE1PT	Premium Time	Half-hour	NA	$65.99/$39.28

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, Metromedia Fiber 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 Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event Metromedia Fiber orders for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Metromedia Fiber as prescribed in Section 7 of the Collocation Attachment.

EXHIBIT A: BELLSOUTH/Metromedia Fiber RATES - MISSISSIPPI PHYSICAL COLLOCATION (cont.)

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Metromedia Fiber may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications In this event, the contractor shall directly bill Metromedia Fiber for the space enclosure, and this fee shall not be applicable.

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

		Disconnect Charges
	First / Additional	First / Additional
2-wire	$33.58 / $32.24	$14 27 / $12.94
4-wire	$33.82 / $32.42	$14 34 / $12.94
DS-1	$63 07 / $44.33	$14.38 / $13.05
DS-3	$60.10 / $42.46	$16 43 / $13.31

(5) **Co-Carrier Cross-Connect**. As stated in Section 5 of the Collocation Attachment, Metromedia Fiber may connect to other CLECs within the designated Central Office 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. 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 Metromedia Fiber-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, Metromedia Fiber agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/Metromedia Fiber RATES – NORTH CAROLINA*
PHYSICAL COLLOCATION

*Rates are interim and subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$3,850 00
PE1CA	Subsequent Application Fee **(Note 1)**	Per Request	NA	$1,600 00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**			
	Mechanical / HVAC	Per ton (one ton minimum)		$2,400.00
	Ground Bar	Per Connection		$720 00
	Project Management	Per arrangement		$1,675 00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure **(Note 3)** *Prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$146.80	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$14.91	NA
PE1PJ	Floor Space	Per square foot	$7.50	NA
PE1BD	Cable Installation	Per Cable	NA	$2,750 00
PE1PM	Cable Support Structure	Per entrance cable	$13.35	NA
PE1PL	Power			
	-48V DC Power	Per amp	$5.00	ICB
	120V AC Power single phase	Per breaker amp	$5.50	ICB
	240V AC Power single phase	Per breaker amp	$11.00	ICB
	120V AC Power three phase	Per breaker amp	$16.50	ICB
	277V AC Power three phase	Per breaker amp	$38.20	ICB

EXHIBIT A: BELLSOUTH/Metromedia Fiber RATES – NORTH CAROLINA* PHYSICAL COLLOCATION (cont.)

*Rates are interim and subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects	Per Cross Connect		First / Additional
PE1P2	2-wire		$.30	$19 20/$19.20
PE1P4	4-wire		$.50	$19 20/$19 20
PE1P1	DS-1		$8.00	$155.00/$27 00
PE1P3	DS-3		$72.00	$155 00/$27 00
PE1F2	2-fiber		$15.90	$73.00/$52.00
PE1F4	4-fiber		$28.50	$88.00/$67 00
	Co-Carrier Cross-Connect **(Note 4)**			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	$0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1	Security Access System			
	Security system	Per Central Office	$52.00	
	New Access Card Activation	Per Card		$55.00
	Administrative change, existing card	Per Card		$35.00
	Replace lost or stolen card	Per Card		$250.00
TBD	Space Availability Report	Per Central Office Requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		$0.40	NA
PE1PF	4 Wire Cross-Connect		$1.20	NA
PE1PG	DS1 Cross-Connect		$1.20	NA
PE1PH	DS3 Cross-Connect		$8.00	NA
PE1B2	2 Fiber Cross-Connect		$39.30	NA
PE1B4	4 Fiber Cross-Connect		$53.00	NA
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	$41.00/$25.00
PE1OT	Overtime	hour/Additional	NA	$48.00/$30.00
PE1PT	Premium Time	Half-hour	NA	$55 00/$35.00

EXHIBIT A: BELLSOUTH/Metromedia Fiber RATES – NORTH CAROLINA PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
AEH	Additional Engineering Fee **(Note 5)**	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - $31.00/$22 00 Overtime - $37 00/$26 00

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, Metromedia Fiber 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 Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event Metromedia Fiber opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Metromedia Fiber as prescribed in Section 7 of the Collocation Attachment.

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Metromedia Fiber may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill Metromedia Fiber 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, Metromedia Fiber may connect to other CLECs within the designated Central Office 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. 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 Metromedia Fiber-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, Metromedia Fiber agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/Metromedia Fiber 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	$1600.00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,400 00
	Ground Bar*	Per Connection		$720 00
	Project Management*	Per arrangement		$1,675.00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure **(Note 3)** *Prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$224.60	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$22.81	NA
PE1PJ	Floor Space	Per square foot	$3.90	NA
PE1BD	Cable Installation	Per Cable	NA	$2,217 00
PE1PM	Cable Support Structure	Per entrance cable	$24.55	NA
PE1PL	Power			
	-48V DC Power	Per amp	$7.09	ICB
	120V AC Power single phase*	Per breaker amp	$5.50	ICB
	240V AC Power single phase*	Per breaker amp	$11.00	ICB
	120V AC Power three phase*	Per breaker amp	$16.50	ICB
	277V AC Power three phase*	Per breaker amp	$38.20	ICB

EXHIBIT A: BELLSOUTH/Metromedia Fiber RATES – SOUTH CAROLINA PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects **(Note 4)**			First / Additional
PE1P2	2-wire	Per Cross Connect	$ 3648	$41 50/$38 94
PE1P4	4-wire	Per Cross Connect	$.7297	$41 56 $38.90
PE1P1	DS-1	Per Cross Connect	$2.70	$70 79/$50 78
PE1P3	DS-3	Per Cross Connect	$49.24	$69.60/$49.14
PE1F2	2-fiber	Per Cross Connect	$13 75	$73 00/$52 00
PE1F4	4-fiber	Per Cross Connect	$24.71	$88.00/$67.00
	Co-Carrier Cross-Connect **(Note 5)**			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	$0 06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1	Security Access System			
	Security system*	Per Central Office	$52.00	
	New Access Card Activation*	Per Card		$55 00
	Administrative change, existing card*	Per Card		$35.00
	Replace lost or stolen card	Per Card		$250.00
TBD	Space Availability Report*	Per Central Office Requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		$.1091	NA
PE1PF	4 Wire Cross-Connect		$.2181	NA
PE1PG	DS1 Cross-Connect		$.9004	NA
PE1PH	DS3 Cross-Connect		$5.64	NA
PE1B2	2 Fiber Cross-Connect		$34.09	NA
PE1B4	4 Fiber Cross-Connect		$45.97	NA
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	$43.00/$25.57
PE1OT	Overtime	hour/Additional	NA	$54.62/$32.46
PE1PT	Premium Time	Half-hour	NA	$66.24/$39.35

EXHIBIT A: BELLSOUTH/Metromedia Fiber RATES – SOUTH CAROLINA PHYSICAL COLLOCATION (cont.)

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

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, Metromedia Fiber 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 Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event Metromedia Fiber opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Metromedia Fiber as prescribed in Section 7 of the Collocation Attachment.

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Metromedia Fiber may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill Metromedia Fiber for the space enclosure, and this fee shall not be applicable.

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

	First / Additional
2-wire	$46.66 / $44.10
4-wire	$46.68 / $44.02
DS-1	$75.88 / $55.87
DS-3	$74.69 / $54.23

(5) **Co-Carrier Cross-Connect**. As stated in Section 5 of the Collocation Attachment, Metromedia Fiber may connect to other CLECs within the designated Central Office 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. 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/Metromedia Fiber RATES – SOUTH CAROLINA PHYSICAL COLLOCATION (cont.)

(6) **Additional Engineering Fee**: BellSouth's additional engineering, and other labor costs associated with handling Metromedia Fiber-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, Metromedia Fiber agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/Metromedia Fiber RATES – TENNESSEE*
PHYSICAL COLLOCATION

*All Rates are interim and subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$3,850 00
PE1CA	Subsequent Application Fee **(Note 1)**	Per Request	NA	$1,600 00 Minumum
PE1BB	Space Preparation Fee **(Note 2)**			
	Mechanical / HVAC	Per ton (one ton minimum)		$2,400.00
	Ground Bar	Per Connection		$720.00
	Project Management	Per arrangement		$1,675 00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure **(Note 3)** *Prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$190.79	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$19.38	NA
PE1PJ	Floor Space	Per square foot	$7.50	NA
PE1BD	Cable Installation	Per Cable	NA	$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	$13.35	NA
PE1PL	Power			
	-48V DC Power	Per amp	$5.00	ICB
	120V AC Power single phase	Per breaker amp	$5.50	ICB
	240V AC Power single phase	Per breaker amp	$11.00	ICB
	120V AC Power three phase	Per breaker amp	$16.50	ICB
	277V AC Power three phase	Per breaker amp	$38.20	ICB

EXHIBIT A: BELLSOUTH/Metromedia Fiber RATES – TENNESSEE* PHYSICAL COLLOCATION (cont.)

*Rates are interim and subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects	Per Cross Connect		First / Additional
PE1P2	2-wire		$.30	$19 20/$19 20
PE1P4	4-wire		$.50	$19 20/$19 20
PE1P1	DS-1		$8.00	$155 00/$27 00
PE1P3	DS-3		$72.00	$155.00/$27 00
PE1F2	2-fiber		$15.90	$73.00/$52.00
PE1F4	4-fiber		$28.50	$88.00/$67 00
	Co-Carrier Cross-Connect **(Note 4)**			
PE1ES Fiber	Fiber cable support structure, existing	Per linear foot	$0.06	NA
PE1DS Copper	Copper or Coaxial cable support structure, existing	Per linear foot	$0.03	NA
TBD	Cable Support Structure Construction (new)	Per new construction	NA	ICB
PE1A1	Security Access System			
	Security system	Per Central Office	$52.00	
	New Access Card Activation	Per Card		$55.00
	Administrative change, existing card	Per Card		$35 00
	Replace lost or stolen card	Per Card		$250.00
TBD	Space Availability Report	Per Central Office Requested		$550 00
	POT Bay Arrangements *Prior to 6/1/99*			
PE1PE	2 Wire Cross-Connect	Per Cross Connect	$0.40	NA
PE1PF	4 Wire Cross-Connect	Per Cross Connect	$1.20	NA
PE1PG	DS1 Cross-Connect	Per Cross Connect	$1.20	NA
PE1PH	DS3 Cross-Connect	Per Cross Connect	$8.00	NA
PE1B2	2 Fiber Cross-Connect	Per Cross Connect	$39.30	NA
PE1B4	4 Fiber Cross-Connect	Per Cross Connect	$53.00	NA

EXHIBIT A: BELLSOUTH/Metromedia Fiber RATES – TENNESSEE* PHYSICAL COLLOCATION (cont.)

*Rates are interim and subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	$41 00/$25 00
PE1OT	Overtime	hour/Additional	NA	$48 00/$30 00
PE1PT	Premium Time	Half-hour	NA	$55 00/$35.00
AEH	Additional Engineering Fee **(Note 5)**	Per request, First half hour/Add'l Half hour		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, Metromedia Fiber 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 Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event Metromedia Fiber opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Metromedia Fiber as prescribed in Section 7 of the Collocation Attachment.

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Metromedia Fiber may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill Metromedia Fiber for the space enclosure, and this fee shall not be applicable.

EXHIBIT A: BELLSOUTH/Metromedia Fiber RATES – TENNESSEE*
PHYSICAL COLLOCATION (cont.)

(4) **Co-Carrier Cross-Connect**. As stated in Section 5 of the Collocation Attachment, Metromedia Fiber may connect to other CLECs within the designated Central Office 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 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 Metromedia Fiber-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, Metromedia Fiber agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT B
Page 1 of 4

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 Metromedia Fiber agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.

1.2 Notice. BellSouth and Metromedia Fiber 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. Metromedia Fiber should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Metromedia Fiber 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. Metromedia Fiber 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 Metromedia Fiber space with proper notification. BellSouth reserves the right to stop any Metromedia Fiber 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 Metromedia Fiber are owned by Metromedia Fiber. Metromedia Fiber 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 Metromedia Fiber or different hazardous materials used by Metromedia Fiber at BellSouth Facility. Metromedia Fiber

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 Metromedia Fiber to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and Metromedia Fiber 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 Metromedia Fiber will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Metromedia Fiber 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 Metromedia Fiber 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, Metromedia Fiber 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. Metromedia Fiber further agrees to cooperate with BellSouth to ensure that Metromedia Fiber'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 Metromedia Fiber, its employees, agents and/or subcontractors.

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

2. Categories for Consideration of Environmental Issues (cont.)

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill firesafety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10

Other maintenance work		29CFR 1910.147 29CFR 1910 Subpart O
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All HazMat & Waste Asbestos notification protection of BST employees and equipment	P&SM Manager - Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Pollution liability insurance Manhole entry requirements EVET approval of contractor	Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

4. ACRONYMS

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

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

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

AMENDMENT
TO THE
AGREEMENT BETWEEN
METROMEDIA FIBER NETWORK SERVICES, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED MAY 12, 1999

Pursuant to this Agreement, (the "Amendment"), Metromedia Fiber Network Services, Inc. ("MFN"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 12, 1999 ("Agreement").

WHEREAS, BellSouth and MFN entered into an Interconnection Agreement on May 12, 1999, and;

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

1. General Terms and Conditions - The following language is hereby deleted in its entirety:

The terms and conditions contained within this Part A & Part B were negotiated as a whole and each term and condition within this part A & Part B is interdependent upon the other terms and conditions.

2. Attachment 1 - The following language is hereby deleted in its entirety:

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

The second paragraph of Section 3.1 of Attachment 1 is hereby deleted in its entirety and replaced with the following language:

All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement. BellSouth does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this

Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

3. Attachment 2 - The following language is hereby deleted in its entirety:

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

And replaced with:

Attachment 2 consists of the following sections:

- Unbundled Loops, Integrated Digital Loop Carriers, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub Loops and Dark Fiber
- Switching
- Transport and Dark Fiber
- 800 Access Ten Digit Screening Services
- Line Information Database (LIDB)
- Signaling
- Operating Call Processing, Inward Operator Services and Directory Assistance Services
- Calling Name (CNAM) Database Service
- Basic 911 and E911

Each of these sections contains rates, terms, and conditions that are applicable to each individual section.

4. Attachment 3 - The following language is hereby deleted in its entirety:

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

Section 1 is amended to include the following:

All negotiated rates, terms and conditions set forth in this Attachment pertain to the provision of network interconnection.

5. Attachment 4 (As amended on September 7, 1999) - The following language is hereby deleted in its entirety:

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

Section 1.1 is amended to include the following:

All the negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of collocation space.

6. Attachment 5 - The following language is hereby deleted in its entirety:

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

Section 1 is amended to include the following:

All the negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

7. Attachment 6 - The following language is hereby deleted in its entirety:

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

Section 1 is amended to include the following:

All the negotiated terms and conditions set forth in this Attachment pertain to ordering and provisioning.

8. Attachment 7 - The following language is hereby deleted in its entirety:

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

Section 1 is amended to include the following:

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certifications.

9. Attachment 8 - The following language is hereby deleted in its entirety:

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

10. Attachment 9 - The following language is hereby deleted in its entirety:

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

11. Attachment 10 - The following language is hereby deleted in its entirety:

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

12. All of the other provisions of the Agreement, dated May 12, 1999, shall remain in full force and effect.

13. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Metromedia Fiber Network Services, Inc.

By: _____

Name: Gerard Benedetto

Title: Vice President

Date: November 30, 1999

BellSouth Telecommunications, Inc.

By: _____

Name: Jerry Hendrix

Title: Senior Director

Date: 11/30/99

Exhibit B

LOCAL INTERCONNECTION COMPENSATION

Exhibit B

1. INTERCONNECTION COMPENSATION

1.1 Compensation for Call Transportation and Termination for Local Traffic and Inter-Carrier Compensation for ISP-Bound Traffic

1.1.1 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.

1.1.2 The Parties will compensate each other on a mutual and reciprocal basis for the transport and termination of Local Traffic at the rate of $.0015 per minute of use.

1.1.3 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 at the same per minute of use rates set forth in Paragraph 1.1.2. for ISP-bound traffic. 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 March 1, 2000, which is hereby acknowledged; and (2) subject to the terms and conditions in section 1.1.4.

1.1.3.1 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 1.1.3 shall continue at the rates set forth in section 1.1.2 for the full term of this Agreement without regard to such Subsequent Decisions, except as provided for in section 1.1.3.2 and 1.1.3.3.

1.1.3.2 To the extent a Subsequent Decision requires parties with agreements whose compensation terms differ from those established in such Subsequent Decision to conform their agreements to the terms in the Subsequent Decision, the Parties will comply with such Subsequent Decision, subject to each Party's right to appeal or otherwise challenge such Subsequent Decision. Except to the extent that a contrary result is established by law, however, the terms of this agreement relating to

compensation for ISP-bound calls shall take precedence over any such Subsequent Decision. 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.

1.1.3.3 Nothing herein shall preclude ALEC 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 from any other approved interconnection agreement executed by BellSouth that contains an express provision establishing an inter-carrier compensation mechanism for ISP-bound traffic.

1.1.4 The Parties recognize and agree that the compensation for the transport and termination of Local Traffic set forth in section 1.1.2 and the inter-carrier compensation mechanism for ISP-bound traffic set forth in section 1.1.3 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 (including the customer's CPE) 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. The Parties agree that this section 1.1.4 shall not be interpreted to deny compensation under section 1.1 for typical calls made by end user customers served by one Party to customers served by the other Party; instead, this section 1.1.4 is intended to deny compensation in situations where one Party acts to create artificial traffic in order to obtain compensation.

2. Rates

The Parties shall incorporate into their Interconnection Agreement the following rates for unbundled network elements and interconnection services: (1) rates approved by each state commission in BellSouth's region; (2) DSI Local Channel - $866.97 nonrecurring first, $486.83 nonrecurring additional, and $133.81 monthly recurring (all states); (3) Interoffice Facility Termination - $100.49 nonrecurring. $90 monthly recurring, and $23.50 per mile (all states except Florida); and (4) Interoffice Facility Termination - $100.49 nonrecurring, $59.75 monthly recurring, and $16.75 per mile (Florida only).